OFFICE OF THE CHIEF ENGINEER (WWM-E)
BANGALORE WATER SUPPLY AND SEWRAGE BOARD
5thFLOOR CAUVERY BHAVAN, K. G. ROAD, BANGALORE - 560 009

Telephone: 91-80-22945106

(Through Karnataka Public Procurement Portal only)

https://wwwkppp.gov.in

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WORK OF DESIGN, SUPPLY, CONSTRUCTION AND COMMISSIONING OF MECHANICAL SOLAR SLUDGE DRYING SYSTEM AT 30 MLD STP, K&C VALLEY COMING UNDER EE(WWM-STP-CV) Division (Turnkey)

TENDER DOCUMENT AS PER KTTP

MAY 2025

Telephone – 080-22945106
Website https://wwwkppp.gov.in

TENDER REFERENCE :	:	**BWSSB/CE(WWM-E)/DCE(WWM-E&W)/TA-1/283/2025-26, dtd: 26.05.2025**	
NAME OF THE WORK		Work of Design, Supply, Construction and Commissioning of Mechanical Solar Sludge Drying System at 30 MLD STP, K&C Valley coming Under EE(WWM-P-CV) Division (Turnkey)	
PERIOD OF Download OF TENDER DOCUMENT	:	From: 27/05/2025	To: 10/06/2025
LAST DATE FOR Download OF TENDER DOCUMENT	:	10/06/2025 upto 16.00 hours	
LAST DATE AND TIME FOR Submission / Uploading OF TENDERS	:	10/06/2025 at 16.00 hours	
TIME AND DATE OF OPENING OF TECHNICAL TENDERS	:	11/06/2025 at 17.00 hours	
PLACE OF OPENING OF TECHINCAL TENDERS	:	Office of the Chief Engineer (WWM-E) Bangalore Water Supply & Sewerage Board 5th Floor, Cauvery Bhavan D-Block, K.G. Road, Bangalore 560009	
TIME AND DATE OF OPENING OF PRICE TENDERS	:	Will be intimated to the Qualified Tenderers	
PLACE OF OPENING OF PRICE TENDER	:	Will be intimated to the Qualified Tenderers	
ADDRESS FOR COMMUNICATION	:	Office of the Chief Engineer (WWM) Bangalore Water Supply & Sewerage Board 5th Floor, Cauvery Bhavan, D-Block, K.G. Road, Bangalore 560009	

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BANGALORE WATER SUPPLY AND SEWERAGE BOARD
Office of The Chief Engineer (WWM-E),
5th Floor, Cauvery Bhavan D Block,
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SECTION 1

INVITATION FOR TENDER (IFT)

(Through Karnataka Public Procurement Portal Only)

IFT No.: BWSSB/CE(WWM-E)/DCE(WWM-E&W)/TA-1/283/2025-26, dtd: 26.05.2025

1. The ***Chief Engineer (****WWM-E****)*** invites tender from eligible tenderers, for the construction of work detailed in the Table below with two stages tender procedure in line with the Rule28 of the KTPP Act. The details regarding their qualification to take the tender (as detailed in ITT Clause 3) and the price tender shall be uploaded in the website of the e-procurement wizard. Technical details will be opened on the date and time mentioned in IFT clause 7 and evaluated. The price tender of the Tenderer, who is found to be qualified to execute the tendered works, will be opened on the date notified later. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers (ITT) to qualify for award of the contract.

2. Tender documents may be downloaded through the Karnataka Public Procurement Portal from 27/05/2025 to 10/06/2025 on payment of a non-refundable fee indicated in the Table below, using any of these forms of OTC, NEFT, DEBIT CARD and CREDIT CARD through e-portal only**.** Interested tenderers may obtain further information at the Office of e-procurement. Tenderers will be issued a password and authorized for accessing the tender document in the website with URL: https://wwwkppp.gov.in

3. 4. Tenders must furnish Earnest Money Deposit specified for the work in the Table below. Earnest Money Deposit will have to be paid through any one of the forms

    - **Credit Card (Online Payment)**

- **Direct Debit Using Internet Banking (Online Payment)**
- **Remittance at the Bank Counter - Challan (Offline Payment)**
- **NEFT (Offline payment)**.

Sl. No	Name of Work	Tender processing fee Rs.	Amount put to tender	Bid Security (EMD) Rs. in Lakhs	Period of completion	Eligibility Criteria during last 5 years (2019-20 to 2024-25)	
						Turnover (in all classes of Civil Engineering construction works) for any of the two years Rs.	Performance & Work Qualification
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Work of Design, Supply, Construction and Commissioning of Mechanical Solar Sludge Drying System at 30 MLD STP, K&C Valley coming Under EE(WWM-STP-CV) Division	As per Karnataka Public Procurement Portal	**Rs. 401.56 Lakhs (Excl GST)**	**Rs. 6.02 Lakhs**	**09 Months**	**Rs. 947.68 Lakhs**	**a)** As a Prime Contractor, the tenderer should have satisfactorily completed at least one similar work including design, construction, commissioning of Solar Sludge Dryer of value not less than Rs**.236.92 lakh** **b)** The tenderer should have executed in any

							one financial year, a minimum quantity of •Work including design, construction and commissioning of Solar Sludge dryer including its civil, electrical, mechanical and automation works for a STP of **not less than 24 MLD** in the last five financial years. iii)Each tender should further demonstrate: Assessed available tender capacity = (A*N*1.5 - B)>= **Rs. Rs. 473.84 Lakhs (Amount put to tender including**

							GST@18%) iv) Liquid assets and /or availability of credit facilities of not less than **Rs. 157.94 lakhs** (Credit lines/letter of credit/certificates from Nationalized / Schedule banks in India for meeting the fund requirement etc.,)

NOTE: 1.a. The amount put to tender Rs.401.56 Lakhs is Excluding GST at 18% and the bidder should quote for the amount.

b. The GST amount is of Rs. 72.28 lakhs

2.The financial bid evaluation will be based on 1(a) of above Note

6. The last date for uploading of completed tender document is on **10/06/2025** upto **1600 hrs.**

7. The tenders will be opened at the office mentioned in para16on **11/06/2025** at **1700 hrs,** in the presence of participators or their authorized representatives. If the bid opening day remains as public holiday, Tenders will be opened on the next working day at the original stipulated time.

9. Last date & time for receiving the tender query/clarification is 01/06/2025 upto 1200 hrs and replies will be posted on Karnataka Public Procurement Portal website .

11 EMD shall be deposited with procurement cell, in any of the form as specified in the Tender document.

12. Participants can access tender documents from the website https://wwwkppp.gov.in.

13. Tender can upload the required details those mentioned in different sections in the Tender document into electronic tender box on the website. Scanned documents those are required to be furnished as per Section 2, 3 & 4 of the tender document shall be submitted through e-portal preferably in **PDF** format for clear vision. Nophysicaldocumentsshallbeconsidered.

14. The cost of the tender document once paid will not be refunded.

15. The successful tenderer would be required to give performance **bank guarantee of 5%** of the contract amount from a Nationalized / Scheduled Indian Bank, with jurisdiction at Bangalore as specified in the clause no.29 of ITT, towards guarantee for completion of work within the stipulated period.

16. Joint Ventures are allowed.

17. Bangalore Water Supply and Sewerage Board reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

18. For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours 1030hours to 1700 hours.

The Chief Engineer (WWM-E),
Bangalore Water Supply and Sewerage Board
5thFloor, Cauvery Bhavan,
Kempe Gowda Road, Bangalore - 560009
Karnataka, India.
Telephone: +91-80- 22945106
Or **visit Website** https://wwwkppp.gov.in

19. List of documents to support qualification of tenderer is to be uploaded to the Karnataka Public Procurement Portal website https://wwwkppp.gov.in

20. Tenderers shall submit offers that comply with the requirements of the tender document, including the basic technical design as indicated in the drawing and specifications. Alternative technologies will NOT be considered. The attention of the participants is drawn to clause 23 regarding the rejection of the tenders, which are not substantially responsive to the requirement of the tender document.

21. Other details can be read from the tender documents.

-Sd-
Chief Engineer (WWM-E)
BWSSB.

SECTION 2:

INSTRUCTIONS TO TENDERERS (ITT)

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A. GENERAL

1. Scope of Tender

1.1. The ***Chief Engineer (WWM-E),*** (Referred to as Employer in these documents) invites tenders following Two Cover procedure, from eligible Tenderers, for the construction of work (as defined in these documents and referred to as "the work") detailed in the Table given in the Invitation for Tenders (IFT).

The scope of the works includes design, supply, construction and commissioning of a mechanical Solar Sludge drying system at 30 MLD STP, K&C Valley.

2. Eligible Tenderers

2.1. Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2. Tenders from Joint ventures are not acceptable.

3. Qualification of the Tenderer:

3.1. All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

1 3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years i.e. 2019-20 to 2024-2025)

a) Achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) **Rs. 947.68 Lakhs.**

b) As a Prime Contractor, the tenderer should have satisfactorily completed at least one similar work including design, construction, commissioning of Solar Sludge Dryer of value not less than Rs**.236.92 lakh**

c) Work including design, construction and commissioning of Solar Sludge dryer including its civil, electrical, mechanical and automation works for a STP of not less than **24 MLD in the last five** financial years.

3.3 Each Tenderer should further demonstrate:

i) Liquid assets and /or availability of credit facilities of no less than **Rs. 157.94 lakh** (Credit lines/letter of credit/certificates from Nationalized / Schedule banks in India for meeting the fund requirement etc.)

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

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3.5 Sub-contractors experience and resources shall not be taken into account in determining the Tenderers compliance with the qualifying criteria except to the extent stated in 3.2 above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)>= Rs. 473.84 Lakh (Amount put to tender including GST@18%)

where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to 2024-25 price level at 10% per year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited, one year.

B = Value, at 2024-25 price level, of existing commitments and on-going works to be completed during the next **09** months**.**

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated

period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

Each Tenderer should further demonstrate:

a) Availability of the required / specified key and critical equipment for this work by deployed on lease / hire basis for all works provided, the relevant documents (commitment agreements etc.,) for availability for this work shall be furnished.

b) To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

c) Experiences and resources of Sub-contractors, manufacturers, vendors, parent/subsidiary/group Company, shall not be taken into account in determining the Tenderers compliance with the qualifying criteria. The experience certificates issued in respect of the above qualification criteria should have been issued by any Government Authority in India of rank not below the Executive Engineer.

d) Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

a. Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderers participation to be disqualified.

5. Cost of Tendering:

a. The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

a. The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderers own expense.

B. Tender documents

7. Content of Tender documents

a. The tender documents shall have all the Sections given in Page 2:

b. The tender should be complete.

8. Clarification of Tender Documents

a. A prospective tenderer requiring any clarification of the tender documents may notify the Employer by posting in the public procurement portal**.** No identity of the participating tenderer shall be mentioned in the query. Replies to such queries will be posted in the web site. All queries & replies can be viewed by all participating tenderers.

b. Deleted.

9. Amendment of Tender documents

a. Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

b. Any addendum thus issued shall be part of the tender documents and shall be communicated in through e-procurement website from which e-mails will be sent automatically to all the purchasers of the tender documents.

c. To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

a. Thetenderershall submit the tender in the Karnataka Public Procurement Portal. Tender shall contain the documents as follows

Folder-1shall contain the following:

(a) Evidence of Earnest Money Deposit payment;

(b) The form of Tender (in the format indicated in Section 4) duly signed by the authorized person.

(c) Scanned copies for QualificationInformation as per para 3 of Section -2

(d) Scanned copies of Qualification Information and other details as per formats given in Section 3;

(e) Reply furnished for the queriesandaddendumsissueddulysignedandstampedonall pages.

Folder - 2 shall contain the following:

(f) Technical Bid & Drawings (Volume - II).

(g) Work Methodology & Work Programme to complete the project in schedule time.

Folder - 3 shall contain the following:

(h) Priced Bill of Quantities (Section 8);

The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception. ALL THE PHOTOCOPIES OF THE DOCUEMNTS SHOULD BE NOTARISED.

b. deleted

11. Tender prices

a. The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

b. The tenderer shall fill in the unit rates in figures for all items of the Works described in the Bill of Quantities. The system will automatically convert the unit rates mentioned in figures to words and also calculate the amount of that item as well as the total Bid value. ***Items for which no rate is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates in the Bill of Quantities***

c. All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

12. Tender validity

a. Tenders shall remain valid for a period not less than **ninety days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

b. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers responses shall be made in writing or by cable or e-mail. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

a. The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 4 of the Table of IFT for this particular work. EMD in cash can be paid through OTC, NEFT, DEBIT CARD and CREDIT CARD through e-portal only.

b. Deleted

c. Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1above shall be rejected by the Employer as non-responsive.

d. The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

e. The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

f. The earnest money deposit may be forfeited:

(a) If the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) If the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) Sign the Agreement; or

(ii) Furnish the required Security deposit

14. Format and signing of Tender

a. The completed bid comprising of documents indicated in ITB 12, should be uploaded in the e-procurement portal of Government of Karnataka along with scanned copies of requisite certificates those mentioned in different sections in the bid document. EMD can be paid through OTC, NEFT, DEBIT CARD and CREDIT CARD through e-portal only.

b. All the documents should be uploaded to the e-procurement wizard of GOK. Tenderer should take a print out of the declaration letters provided in the website on company letter head and should sign, stamp and upload the same to the e-procurement wizard.

c. Deleted

D. Submission of Tenders

15. Up-loading & submission of tenders

a. The tenders should be uploaded only through e-portal system. All the documents to be submitted shall be grouped as mentioned in para 10 above and uploaded.

In case of failure of the tenderer to upload the same within stipulated, their tender will be rejected.

NOTE:

1. URL of the Website for tender submission through Karnataka Public Procurement Portal & Address for uploading of Tender security are as follows:

   (i) **https://wwwkppp.gov.in**

   (ii) The Chief Engineer (WWM-E), BWSSB, 5thfloor, Cauvery Bhavan, KG Road, Bangalore – 560009, Telephone: +91-80- 22945106

i) The details related to submission of tenders, downloading / uploading of documents or other details are available online in the help in the e-procurement webpage.

b. Deleted

c. Unique Identification Number will be automatically generated by the server with time -stamp and sent to the account of the bidder as an acknowledgement after bidder finally uploads the bids.

d. Deleted

16. Deadline for submission of the Tenders

a. Tenders must be submitted through e-procurement website before the deadline mentioned in the IFT. In the event of the specified date for the submission of tenders being declared a holiday for the

Employer, the tenders will be received up to the appointed time on the next working day.

b. The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

a. The software of e-procurement system will not allow the Bidder to upload the documents after expiration of the stipulated date & time of Bid submission. The Bidder shall refer the server time, which will be displayed in the e-procurement portal. Employer will not be responsible for non-receipt of bids on the stipulated date & time prescribed in clause 16, due to Internet Problems, improper uploading or any other related problems. In case of connectivity problems, Tenderer may contact Helpdesk of the e-tender service provider and may also draw the attention of tender inviting authority.

18. Modification and Withdrawal of Tenders

a. Tenderers may “modify” and “withdraw” their tenders multiple numbers of times, until the deadline for submission of tenders by operating the relevant provision made in e-Procurement. If the Tenderer withdraws the tender before the deadline for submission of tenders and later if he is interested to submit the tender once again, may do so within the stipulated date & time as mentioned in Clause 16. In this case within the stipulated date & time, the tenderer can once again submit the requisition to the officer inviting tenders for access to the withdrawn tender document for resubmission. For this tenderer need not make any additional payment towards the cost of tender document. Communication of modification / withdrawal by other means will not be accepted.

b. Deleted.

c. No Tender may be modified after the deadline for submission of Tenders.

d. Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

e. Tenderers may offer discounts for individual items by simply modifying the quoted unit price in the Bill of Quantities. Also, Tenderer may enter their overall discount, at specified location in

the Bill of Quantities only, by submitting tender modifications in accordance with this clause. Communication of discount by other means will not be accepted.

E. Tender opening and evaluation

19. Opening of Technical portion of Tenders and evaluation to determine qualified Tenderers:

a. The Employer will open the Technical details of all the Tenders received (except those withdrawn), including modifications made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend on the date mentioned in the IFT in the office of Chief Engineer (WWM-E), 5thFloor, Cauvery Bhavan 'D' Block, K.G.Road, Bangalore 560 009. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day. After opening of the tenders, participated tenders can view the tenders through e-procurement website.

b. WITHDRAWAL proposal submitted pursuant to clause 18 shall be read out first and their bids shall not be opened.

c. Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

d. The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

e. The Price Tenders of all the Tenderers including modifications for financial tenders cannot be opened as this is programmed to open later after evaluation of the Technical details of the participating Tenderers.

f. The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20. Opening of Price tender of qualified Tenderers and evaluation:

a. The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the price Tenders. The

Employer will open the price tender of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Price tender opening being declared a holiday for the Employer, the price tenders will be opened at the appointed time and location on the next working day.

b. Deleted.

c. The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

d. The Employer shall prepare minutes of the Price Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. Process to be confidential

a. Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22. Clarifications of Tenders

a. To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

b. Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

c. Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

23. Examination of Tenders and determination of responsiveness

a. Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents like [(a)Form of Tender, (b)Declaration statement regarding Customs/ Excise duty exemption for materials/ construction equipment brought to site as mentioned in Section 2 etc.,] Scanned / uploaded [including documents those are required to be furnished as per Section 2, 3 & 4 of the tender,]; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the tendering documents.

b. A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

c. If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

a. (a) Once the Tenderer key in the rates in figures, in the Bill of quantities provided, rate in words will be auto generated by the system.

(b) Once the Tenderer key in the rates in figures, in the Bill of quantities provided, the system will automatically calculate the amount of that item as well as the total Bid value.

b. Deleted

25. Evaluation and comparison of Tenders

a. The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

b. In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) Making any correction for errors pursuant to Clause 24; and

(b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

c. The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

d. The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

e. If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

a. Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

a. Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and

reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

a. The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

b. The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

c. The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

d. Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

a. Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price:

- Cash or
- Banker’s cheque/Demand draft,/Pay Order in favour of ***Chairman, BWSSB*** payable at Bangalore or
- A bank guarantee in the form given in Section 10;

b. If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

c. The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

d. Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30. Advance Payment and Security:

a. The Employer will provide an advance payment on the contract price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the Contract Data.

31. Corrupt or Fraudulent practices

a. The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

b. Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3:

QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-procurement of Government of Karnataka Public Procurement Portal http://wwwkppp.gov.in along with the Tender.

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract. ***All the details are to be furnished without any relaxation.***

1.1 Constitution or legal status of Tenderer [Attach copy]
Place of Registration _____
(Attach Copy)
Principal place of business: _____

1.2 Total value of civil engineering construction 2020- 21_____
Works executed and payments received in 2021 –22 _____
The last five years (in Rs. Lakh) 2022 –23 _____
2023 –24 _____
2024 –25 _____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs. Lakh	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed (cum)	Remarks (Indicate contract reference)

			Reinforced Cement Concrete	Masonry	Earthworks	

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. lakh)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakh)	Anticipated date ofcompletion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakh)	Stipulated Date period of completion	when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement			Owned and available		Remarks
	No.	Capacity	Owned	Number/	Age/	

				Capacity	Condition	

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor’s reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... (Name of the work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract

Sd/-
Name of the Bank, Senior Bank Manger
Address:.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price.

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

SECTION 4:

FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works: **WORK OF DESIGN, CONSTRUCTION, COMMISSIONING OF MECHANICAL TYPE SOLAR SLUDGE DRYING SYSTEM AT 30 MLD STP, K&C VALLEY**

Tender
To

Chief Engineer (WWM-E)
Bangalore Water Supply & Sewerage Board
5th floor, Cauvery Bhavan
K.G.Road, Bangalore -560009

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price uploaded for this tender to be opened after qualification.

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is .....% of the quoted rate

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

_____

Name of Tenderer _____

Address: ----------

[Authorisation to sign & submit the tender from the relevant authority shall be finished by the authorized signatory]

NOTE: This form shall be download, filled and printed on the Company letter head, signed, Scanned and uploaded. Failure to furnish the signed copy will lead to Non-Responsive Tender.

Letter of Acceptance

(letterhead paper of the Employer)

_____[date]

To:

_____[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the _____ [name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees —— _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs.———— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature
Name and Title of Signatory
Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

_____[date]

To
——————————————— (name and address of the Contractor)
———————————————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ————————[name of the contract] a Tender Price of Rs.————————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form
Agreement

This agreement, made the _____day of _____20_____, between_____ _____[name and address of Employer] (hereinafter called "the Employer") of the one part and _____ _____ _____ ____ __ _____[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____ _____ _____ _____[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
_____
_____
_
in the presence of:
Binding Signature of Employer
_____
Binding Signature of Contractor
_____

SECTION 5:

CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended

Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor’s Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 Deleted

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor’s staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer’s and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, terrorism, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

- prevent loss or damage to physical property from occurring by taking appropriate measures or
- insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from

insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall make their own site investigation Studies.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

16.2 The contractor shall use only Tertiary treated water available from the existing STP at K&C Valley.

16.3 Contractor shall make his own arrangements for the power required for the construction purposes.

16.4 The contractor shall be responsible for the safe disposal of demolished debris without any extra cost.

16.5 The released material generated during the execution of the works shall be the property of the successful contractor. The bidder shall take into consideration the salvage value of the released material while quoting the rates.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

22. The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

23. Access to the Site

21.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

24. Instructions

22.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

25. Procedure for resolution of Disputes:

23.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

23.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

23.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

26. Program

24.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

24.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

25.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

25.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

28. Delays ordered by the Employer

26.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

29. Management meetings

27.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

27.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

30. Identifying defects

28.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

31. Tests

29.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

32. Correction of defects

30.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

30.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer’s notice.

33. Uncorrected defects

31.1 If the Contractor has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

1
2 D. Cost Control

34. Bill of Quantities (BOQ)

32.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

32.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

35. Variations

33.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

33.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

33.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

33.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing with in 30days, failing which the work shall be carried out as though there is no variation. In case variation is approved, it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation, if any. Further, approval of the Board has to be obtained for the variation exceeding 5%.

36. Payments for Variations

34.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

34.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus

the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

34.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

34.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

34.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

34.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

34.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

37. Submission of bills for payment

35.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

35.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

35.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

38. Payments

36.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The Contractor shall be liable to pay liquidated damages for shortfall in progress. For Progress beyond

the agreed programme, payment is subject to availability of the grants.

36.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

39. Compensation events

37.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer’s Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

37.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

37.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer’s own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

37.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

40. Tax

38.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

41. Price Adjustment: Not applicable (Contract period is 09 Months)

42. Liquidated damages

40.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

40.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

43. Advance Payments:

41.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

41.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

41.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

44. Securities:

42.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

42.2 Amount of Security Deposit : Five percent (5%) of the Contract Price.

45. Cost of Repairs:

43.3 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

46. Completion

44.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

47. Taking over

45.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

48. Final account

46.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor’s revised account.

49. As-built drawings and /or Operating and Maintenance Manuals

47.1 If “as built “Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

47.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer’s approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

50. Termination

48.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

48.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(d) the Contractor does not maintain a security which is required;

(e) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(f) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.”

48.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

48.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

48.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

51. Payment upon Termination

49.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

49.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

52. Property

50.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

53. Release from performance

51.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract (CC). The clause number of the SCC is the corresponding clause number of the CC. [In cases of any differences, the provisions contained in these Special Conditions of Contract (SCC) shall take precedence over the provisions of Conditions of Contract (CC).]

Add the following

Clause 1.1

"**Contract**" means these Conditions of Contract (Contract Conditions and Special Conditions of Contract), the Specifications, the Tender, the Contractor's Proposal, the Schedules, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed). For the purposes of defining the different activities and obligations under the Contract, the Contract will be comprised of two parts, a "**Works Contract**", as defined in the following Sub-paragraphs 1 (a) and 1 (b) below. Such definitions are for convenience only for performance of the contract and shall not impinge on the rights or obligations of either the Employer or the Contractor under the Contract.

"**Works Contract**" means that portion of the Contract that relates to the **design, execution, completion, trial run and commissioning of the Works and the remedying of any defects**, but excluding Operation and Maintenance of the facilities for the Operation and Maintenance Period, in accordance with the provisions of the Contract.

"**Contractor's Tender"** means the Contractor's signed offer for the works and all other documents, which the contractor submitted therewith (other than these conditions and the Specifications, if so submitted) as included in the Contract.

The word "Tender" is synonymous with "Bid" and their derivatives (bidder / Tenderer, bid / tendered, bidding / tendering, etc.) as well as the words "Tender Documents" with "Bid or Bidding Documents" are synonymous.

Time for Completion of Works" means the time period, starting from the Commencement Date, within which Contractor is required by Contract to complete the Works. The numerical value for Time for Completion of Works is specified in Contract Data.

Taking-Over Certificate" means a certificate issued by the Engineer in accordance with the provisions of Clause 61 [*Taking Over*], **when the Works**

have been completed in accordance with the Contract.

"**Performance Certificate**" is synonymous with **"Works Contract Completion Certificate"** and means the certificate issued by the Engineer after satisfactory completion of the Works and completion of the Contractor's Works Contract obligations (i.e., after satisfactory correction of all defects) in accordance with the provisions of the Contract.

Final Contract Completion Certificate" means the certificate issued by the Engineer upon satisfactory completion of the Operation and Maintenance responsibilities under Sub-Clause 62.8 [*Completion of Operation and Maintenance*].

Contract Price" means the price as defined in the Contract and includes the adjustments in accordance with the Contract.

2 (a) "**Works Contract Price**" means that portion of the Contract Price payable to the Contractor for performance of the Works Contract in accordance with the provisions of the Contract. The **Works Contract Price** will be the total of the amounts for carrying out the Works, as set out in Price Schedule under works.

"**Facilities**" means the Works executed and completed by the Contractor after trial run and commissioning, and remedying defects therein in terms of the Contract.

"Price Schedule" means the priced & completed schedules forming part of the tender.

Add after clause 1.1 the following sub clauses

1.2 Scope of Facilities

1.2.1 Unless otherwise expressly limited in the Specifications, the Contractor's obligations cover the provision of all Plant and the performance of all Installation Services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Pre-commissioning and delivery) of the Plant and the installation, completion and commissioning of the Facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Section, Specifications. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, equipment, spare parts (as specified in specification) and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities;

transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage.

1.2.2 The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract.

Add after clause 5.1 the following sub clauses

5.2 Representatives

5.2.1 The Engineer / Authorized Employer Representative

(a) The Engineer is the person appointed by the Employer hereof and named as such in the Contract data to perform the duties delegated by the Employer. The Employer may from time to time appoint some other person as the Engineer in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay.

(b) The Engineer shall represent and act for the Employer at all times during the performance of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer, except as herein otherwise provided.

(c) All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Engineer, except as herein otherwise provided.

5.2.2 Contractor’s Representative

5.2.2.1 The Contractor shall appoint the Contractor’s Representative and shall request the Employer in writing to approve the person so appointed.

5.2.2.2 The Contractor's Representative shall represent and act for the Contractor at all times during the performance of the Contract and shall give to the Engineer all the Contractor's notices, instructions, information and all other communications under the Contract.

5.2.2.3 All notices, instructions, information and all other communications given by the Employer or the Engineer to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

5.2.2.4 The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative,

5.2.2.5 The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities.

5.2.2.6 If any representative or person employed by the Contractor is removed,, the Contractor shall, where required, promptly appoint a replacement.

5.3 Contractor's Responsibilities

5.3.1 The Contractor shall design, manufacture including associated purchases and/or subcontracting, install and complete the Facilities in accordance with the Contract. When completed, the Facilities should be fit for the purposes for which they are intended as defined in the Contract.

5.3.2 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities including any data as to boring tests provided by the Employer, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site if access thereto was available and of other data readily available to it relating to the Facilities as of the date twenty-eight (28) days prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

5.3.3 The Contractor shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under SCC Sub-Clause 5.4.2 hereof and that are necessary for the performance of the Contract.

However, Contractor shall assist Employer & liaison with the line departments for obtaining all the other permits, approvals and/or licenses that are not the responsibility of the Contractor.

5.3.4 The Contractor shall comply with all laws in force in the country where the Facilities are to be implemented. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.

5.3.5 The Contractor shall, with due care and diligence, design, engineer, procure, execute test and commission, including operation and maintenance for 5 years, remedy any defects therein accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, Plant, Contractor’s Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

5.3.6 The Contractor shall promptly notify the Employer, of any error, omission, fault or other defect in the design of or Specification for the Works (prepared by the contractor and approved by the Engineer earlier), but which he discovers when reviewing the designs or executing the Works.

5.3.7 The Contractor shall take full responsibility for the

adequacy, stability and safety of all Site operations and methods of construction. Since the Contract expressly provides that all items of plant shall be designed by the Contractor, he shall be fully responsible for all components of the plant, notwithstanding any approval by the Employer.

5.3.8 The Contractor shall provide all necessary superintendence during the execution of the Plant and as long as thereafter as the Project Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor, or a competent and authorized representative approved of by the Engineer, which approval may at any time be withdrawn, shall give his whole time to the superintendence of the construction of plant. Such authorized representative shall receive, on behalf of the Contractor, instructions from the Engineer. If the approval of the representative is withdrawn by the Engineer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving notice of such withdrawal, remove the representative from the construction of plant and shall not thereafter employ him again on the assignment in any capacity and shall replace him by another representative approved by the Engineer.

5.3.9 The Contractor shall be responsible for:

(a) the accurate setting-out of the various components of the plant in relation to original points, lines and levels of reference as designed by the contractor and approved by the Engineer.

(b) the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the plant, and

(c) the provision of all necessary instruments,

appliances and labour in connection with the foregoing responsibilities.

If, any time during the execution of the plant, any error appears in the position, levels, dimensions or alignment of any part of the plant, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer, unless such error is based on incorrect instructions in writing by the Engineer, in which case the Engineer shall determine an addition to the Contract Price as per the relevant provisions of the contract and shall notify the Contractor accordingly.

The checking of any setting-out or of any line by the Engineer shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all bench-marks, sigh-rails, pegs and other things used in setting-out the Works.

5.3.10 The Contractor shall comply with all applicable environmental laws and regulations in India. The contractor shall (a) establish an operational system for managing environmental impacts, (b) carry out all of the monitoring and mitigation measures required and implement the Environmental Management Plan (EMP). The Contractor shall submit to the Employer monthly reports on the carrying out of such measures."

5.3.11 **License for Explosives:** The Contractor should take necessary licenses under the current explosive rules to enable him to manufacture and process the quantity of gunpowder / explosive and perform the blasting as necessary according to prevailing rules.

5.3.12 All personnel, raw material, utilities, lubricants, chemicals catalysts and other material and facilities

and works and required to properly carry out the Pre-Commissioning and Guarantee Tests, all in accordance with the Contract Agreement shall be arranged and provided by the Contractor.

5.3.13 The contractor shall be responsible for the continued operation and maintenance of the facilities for a period of 5 years after completion and shall be responsible for conducting the Guarantee Tests(s) for the facilities.

5.4 Employer's Responsibilities

5.4.1 The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way.

5.4.2 The Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located which (a) such authorities or undertakings require the Employer to obtain in the Employer's name, (b) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract.

5.4.3 If requested by the Contractor, the Employer shall use its best endeavors to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or Subcontractors or the personnel of the Contractor or Subcontractors, as the case may be, to obtain.

13. Insurance Add after 13.5 the following sub clauses

13.6 Contractor shall at its expense take out the following

(a) Cargo Insurance During Transport
Covering loss or damage occurring while in transit from the Contractor's or Subcontractor's works or stores until arrival at the Site, to the Plant (including spare parts therefor) and to the Contractor's Equipment.

(b) Automobile Liability Insurance
Covering use of all vehicles used by the Contractor or its Subcontractors, whether or not owned by them, in connection with the execution of the Contract.

(c) Workers' Compensation
In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed

Add after 16.1 the following sub clauses

16.2 Intellectual Property License/Use of Technical Information

16.2.1 For the operation and maintenance of the Plant, the Contractor hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to the Employer under the patents, utility models or other industrial property rights owned by the Contractor or by a third party from whom the Contractor has received the right to grant licenses thereunder, and shall also grant to the Employer a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other technical information disclosed to the Employer under the Contract. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how or other intellectual property right from the Contractor or any third party to the Employer.

16.2.2 The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

Add after 17.1 the following sub clauses

17.2 Time for Commencement and Completion

17.2.1 The Contractor shall commence work on start date as specified in Contract Data for determining Time for Completion as specified in the Contract Agreement.

17.2.2 The Time for Completion of the whole of the Facilities shall be 12 months from the date of approval of the drawings for execution and excluding commissioning period. The Taking-Over Certificate will be issued upon successful completion of the Performance guarantee test and rectification of any defects observed during the period

17.2.3 The Contractor shall commence the Operation and Maintenance services immediately after successful commissioning and guarantee tests of the works. After completion, commissioning and guarantee tests, the contractor shall under take Operation and Maintenance for a period of 3 months. This period includes defect liability period.

Add after 18.5 the following sub clauses

18.6 Design and Engineering

18.6.1 Specifications and Drawings

18.6.1.1 The Contractor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in

accordance with good engineering practice.

The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Engineer or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Employer.

18.6.1.2 The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of the Employer, by giving a notice of such disclaimer to the Engineer.

18.6.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied subject to approval by the Employer

18.6.3 <u>Approval/Review of Technical Documents by Engineer</u>

18.6.3.1 The Contractor shall prepare and furnish to the Engineer the documents listed in the Contract Data (List of Documents for Approval or Review) to the Contract

Agreement for its approval or review
Any part of the Facilities covered by or related to the documents to be approved by the Engineer shall be executed only after the Engineer's approval thereof.

18.6.3.2 The Engineer shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons therefore and the modifications that the Engineer proposes.

18.6.3.3 The Engineer shall not disapprove any document, except on the grounds that the document does not comply with the Contract or that it is contrary to good engineering practice. If the Engineer disapproves a document, he shall specify the reasons for his decision.

18.6.3.4 If the Engineer disapproves the document, the Contractor shall modify the document and resubmit it for the Engineer for approval. If the Engineer approves the document subject to modification(s), the Contractor shall make the required modification(s), whereupon the document shall be deemed to have been approved.

18.6.3.5 The Engineer's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Engineer

Add after 19.1 the following sub clauses

19.2 Care of Facilities

19.2.1 The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities pursuant to SCC Clause 25.8 or, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damage to the Facilities caused by the Contractor or its Subcontractors in the course of any work carried out. Notwithstanding the foregoing, the Contractor shall not be liable for any loss or damage to the Facilities or that part thereof caused by reason of any of the matters specified or referred to in paragraphs (a) and (b) of SCC Sub-Clauses 19.2.2.

19.2.2 If any loss or damage occurs to the Facilities or any part thereof or to the Contractor's temporary facilities by reason of

(a) insofar as they relate to the country where the Site is located, nuclear reaction, nuclear radiation, radioactive contamination, pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance, including War Risks and Political Risks,; or

(a) any use or occupation by the Employer or any third party other than a Subcontractor, authorized by the

Employer of any part of the Facilities; or

19.2.3 The Contractor shall be liable for any loss of or damage to any Contractor's Equipment, or any other property of the Contractor used or intended to be used for purposes of the Facilities, except (i) as mentioned in SCC Sub-Clause 19.2.2 with respect to the Contractor's temporary facilities, and (ii) where such loss or damage arises by reason of any of the matters specified in SCC Sub-Clauses 19.2.2 (b).

19.3. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

19.3.1 Subject to SCC Sub-Clause 19.3.3, the Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property other than the Facilities whether accepted or not, arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its contractors, employees, officers or agents.

19.3.2 If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under SCC Sub-Clause 19.3.1, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such

proceedings or claim.

If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

19.3.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from any liability for loss of or damage to property of the Employer, other than the Facilities not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under CC Clause 13, provided that such fire, explosion or other perils were not caused by any act or failure of the Contractor.

19.3.4 The party entitled to the benefit of an indemnity under this CC Clause 13 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

24. Procedure for resolution of 24. Procedure for resolution of Disputes and Claims

Disputes, Replace the clause as

Add after 24.3 the following sub clauses

24.4. Contractor's Claims

24.4.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall submit a notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The

Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.

Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

(a) this fully detailed claim shall be considered as interim;

(b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and

(c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

(d)

Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer and approved by the Contractor, the Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall

nevertheless give his response on the principles of the claim within such time.

Each Payment Certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

The Engineer shall agree with the Contractor or estimate: (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with SCC Clause 26.3, and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced propigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.
In the event that the Contractor and the Employer cannot agree on any matter relating to a claim, either party may refer the matter to the Dispute Board pursuant to CC 24 hereof.

Add after 25.2 the following sub clauses

25.3. WorkProgram

25.3.1 Contractor's Organization

The Contractor shall supply to the Employer and the Engineer a chart showing the proposed

me organization to be established by the Contractor for carrying out work on the Facilities within twenty-one (21) days of the Start Date. The chart shall include the identities of the key personnel and the curriculum vitae of such key personnel to be employed shall be supplied together with the chart. The Contractor shall promptly inform the Employer and the Engineer in writing of any revision or alteration of such an organization chart.

25.3.2 Programme of Performance

Within twenty-eight (28) days after the Start Date, the Contractor shall submit to the Engineer a detailed programme of performance of the Contract, made in a form acceptable to the Engineer and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and pre-commission the Facilities, as well as the date by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the programme and to achieve Completion, Commissioning and Acceptance of the Facilities in accordance with the Contract. The programme so submitted by the Contractor shall be in accordance with the Time Schedule included in the Contract Agreement and any other dates and periods specified in the Contract. The Contractor shall update and revise the programme as and when appropriate or when required by the Engineer, but without modification in the Times for Completion and any extension granted in accordance with Conditions of contract (CC) Clause 26, and shall submit all such revisions to the Engineer.

25.3.3 Progress Report

The Contractor shall monitor progress of all the

activities specified in the programme referred to above, and supply a progress report to the Engineer every month.

The progress report shall be in a form acceptable to the Engineer and shall indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the programme, giving comments and likely consequences and stating the corrective action being taken.

25.3.4 Progress of Performance

If at any time the Contractor's actual progress falls behind the programme referred to above, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer or the Engineer, prepare and submit to the Engineer a revised programme, taking into account the prevailing circumstances, and shall notify the Engineer of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under SCC Sub-Clause 17.2, or any extended period as may otherwise be agreed upon between the Employer and the Contractor.

25.3.5 Procedures

The Contract shall be executed in accordance with the Contract Documents including the procedures given in the Forms and Procedures of the Specifications.

The Contractor may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract.

25.4. 25.4.1 Materials

The Contractor shall procure and transport all

Procurement

materials in an expeditious and orderly manner to the Site after the approval of of the specifications of the same.

25.4.3 Transportation

25.4.3.1 The Contractor shall at its own risk and expense transport all the materials and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.

25.4.3.2 Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the materials and the Contractor's Equipment.

25.4.3.3 Upon dispatch of each shipment of materials and the Contractor's Equipment, the Contractor shall notify the Employer. .

25.4.3.4 The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the materials and the Contractor's Equipment to the Site. The Employer shall use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the materials and the Contractor's Equipment to the Site.

25.4.4 Customs Clearance

The Contractor shall, at its own expense, handle all imported materials and Contractor's Equipment at

the point(s) of import and shall handle any formalities for customs clearance

25.5. Installation 25.5.1 **Setting Out/Supervision**

25.5.1.1 Bench Mark

(a) The Contractor shall be responsible for the true and proper setting-out of the Facilities in relation to bench marks, reference marks and lines provided to it in writing by *or on behalf of* the Employer.

(b) If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify the Engineer of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Engineer. If such error is based on incorrect data provided in writing by *or on behalf of* the Employer, the expense of rectifying the same shall be borne by the Employer.

25.5.1.2 Contractor's Supervision

The Contractor shall give or provide all necessary superintendence during the installation of the Facilities, and the Construction Manager or his deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

25.5.2 Labour

25.5.2.1 Engagement of Staff and Labour

(a) Except as otherwise stated in the Specification, the Contractor shall make

arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport.

(b) The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labour that has the necessary skills.

(c) The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labour and personnel to be employed on the Site into the country where the Site is located. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national or government permission required for bringing in the Contractor's personnel.

(d) The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor's personnel employed on the Contract at the Site to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the

cost of doing so from the Contractor.

25.5.2.2 Persons in the Service of Employer

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.

25.5.2.3 Labour Laws

(a) The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

(b) The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labour of its Subcontractors.

(c) The Contractor shall, in all dealings with its labour and the labour of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.

25.5.2.4 Rates of Wages and Conditions of labour

(a) The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions

observed locally by employers whose trade or industry is similar to that of the Contractor.

(b) The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages and allowances as are chargeable under the Laws for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

25.5.2.5 Working Hours

(a) No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the SCC, unless:
   (i) otherwise stated in the Contract,
   (ii) the Engineer gives consent, or
   (iii) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer.

(b) If and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Engineer's consent thereto, the Engineer shall not unreasonably withhold such consent.

(c) This Sub-Clause shall not apply to any work which is customarily carried out by rotary or double-shifts.

25.5.2.6 Facilities for Staff and labour

(a) Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation

and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.

(b) The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

25.5.2.7 Health and Safety

(a) The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

(b) The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the performance of the Contract, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

(c) The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The

Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer may reasonably require.

25.5.2.8 Funeral Arrangements

In the event of the death of any of the Contractor's personnel or accompanying members of their families, the Contractor shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise specified in the SCC.

25.5.2.9 Records of Contractor's Personnel

The Contractor shall keep accurate records of the Contractor's personnel, including the number of each class of Contractor's Personnel on the Site and the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarised on a monthly basis in a form approved by the Engineer and shall be available for inspection by the Engineer until the Contractor has completed all work.

25.5.2.10 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

25.5.2.11 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's

Personnel.

25.5.2.12 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

25.5.2.13 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift barter or disposal by Contractor's Personnel.

25.5.2.14 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

25.5.2.15 Prohibition of All Forms of Forced or Compulsory labour

The contractor shall not employ "forced or compulsory labour" in any form. "Forced or compulsory labour" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

25.5.2.16 Prohibition of Harmful Child labour

The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education,

or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

25.5.3 Contractor’s Equipment

25.5.3.1 All Contractor’s Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Engineer’s consent that such Contractor’s Equipment is no longer required for the execution of the Contract.

25.5.3.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon.

25.5.3.3 The Employer will, if requested, use its best endeavors to assist the Contractor in obtaining any local, state or national government permission required by the Contractor for the export of the Contractor’s Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.

25.5.4 Site Regulations and Safety

The Employer and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Employer, with a copy to the Engineer, proposed Site regulations for

the Employer's approval, which approval shall not be unreasonably withheld.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.

25.5.5 Opportunities for Other Contractors

25.5.5.1 The Contractor shall, upon written request from the Employer or the Engineer, give all reasonable opportunities for carrying out the work to any other contractors employed by the Employer on or near the Site.

25.5.5.2 If the Contractor, upon written request from the Employer or the Engineer, makes available to other contractors any roads or ways the maintenance for which the Contractor is responsible, permits the use by such other contractors of the Contractor's Equipment, or provides any other service of whatsoever nature for such other contractors, the Employer shall fully compensate the Contractor for any loss or damage caused or occasioned by such other contractors in respect of any such use or service, and shall pay to the Contractor reasonable remuneration for the use of such equipment or the provision of such services.

25.5.5.3 The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other contractors. The Engineer shall determine the resolution of any difference or conflict that may arise between the Contractor and other contractors and the

workers of the Employer in regard to their work.

25.5.5.4 The Contractor shall notify the Engineer promptly of any defects in the other contractors' work that come to its notice, and that could affect the Contractor's work. The Engineer shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Engineer shall be binding on the Contractor.

25.5.6 Emergency Work

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work.

If the Contractor is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine necessary in order to prevent damage to the Facilities. In such event the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons therefore. If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer. Otherwise, the cost of such remedial work shall be borne by the Employer.

25.5.7 **Site Clearance**

25.5.7.1 Site Clearance in Course of Performance

In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.

25.5.7.2 Clearance of Site after Completion

After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities in a clean and safe condition.

25.5.8 Watching and Lighting

The Contractor shall provide and maintain at its own expense alllighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

25.6. Test and Inspection

25.6.1 The Contractor shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the Plant and any part of the Facilities as are specified in the Contract.

25.6.2 The Employer and the Engineer or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that the Employer shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

25.6.3 Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Engineer. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Employer and the Engineer or their designated representatives to attend the test and/or inspection.

25.6.4 The Contractor shall provide the Engineer with a certified report of the results of any such test and/or inspection.

If the Employer or Engineer or their designated representatives fails to attend the test and/or inspection, or if it is agreed between the parties that such persons shall not do so, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Engineer with a certified report of the results thereof.

25.6.5 The Engineer may require the Contractor to carry out any test and/or inspection not required by the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of work on the Facilities and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.

25.6.6 If any Plant or any part of the Facilities fails to pass any test and/or inspection, the Contractor shall either rectify or replace such Plant or part of the Facilities and shall repeat the test and/or inspection upon giving a notice under SCC Sub-Clause 25.6.3.

25.6.7 If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Plant or part of the Facilities that cannot be settled between the parties within a reasonable period of time, it may be referred to a Dispute Board.

25.6.8 The Contractor shall afford the Employer and the Engineer, at the Employer's expense, access at any reasonable time to any place where the Plant are being manufactured or the Facilities are being installed, in order to inspect the progress and the manner of manufacture or installation, provided that the Engineer shall give the Contractor a reasonable prior notice.

25.6.9 The Contractor agrees that neither the execution of a test and/or inspection of Plant or any part of the Facilities, nor the attendance by the Employer or the Engineer, nor the issue of any test certificate pursuant to SCC Sub-Clause 25.6.4, shall release the Contractor from any other responsibilities under the Contract.

25.6.10 No part of the Facilities or foundations shall be covered up on the Site without the Contractor carrying out any test and/or inspection required under the Contract. The Contractor shall give a reasonable notice to the Engineer whenever any such parts of the Facilities or foundations are ready or about to be ready for test and/or inspection;

such test and/or inspection and notice thereof shall be subject to the requirements of the Contract.

25.6.11 The Contractor shall uncover any part of the Facilities or foundations, or shall make openings in or through the same as the Engineer may from time to time require at the Site, and shall reinstate and make good such part or parts.

If any parts of the Facilities or foundations have been covered up at the Site after compliance with the requirement of SCC Sub-Clause 25.6.10 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by the Employer, and the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been delayed or impeded in the performance of any of its obligations under the Contract.

25.7 Third Party Inspection and Testing:

25.7.1 The Employer will undertake third party inspections and testing for all works and any civil structure or material or work as may be applicable and as desired by the Engineer. The Contractor shall be wholly responsible to make arrangements for carrying out the required tests. The Contractor shall be responsible to obtain permission for and provide all facilities to Employer for carrying out such inspections or testing as may be required. The Third Party Inspection charges and all the other costs for such independent inspection and testing shall be borne by the contractor.

25.7.2 A mutually agreed quality assurance plan with minimum requirements as per Indian Standards will be developed which provides for inspection and

certification by the third party inspection at specified times.

25.7.3 No material shall be delivered to the site without formal inspection or testing unless otherwise waived in writing by the Engineer with a certificate issued by the contractor, which is endorsed by the Engineer that the item confirms to the requirement of contract in all respects.

25.7.4 The Employer or his authorized representative may make inspections at any of the manufacturing or shipping points at any time in addition to the schedule agreed with a prior notice of atleast 2 weeks at the cost of Employer. However, during such inspection, if it is found that any of the items are not being manufactured or shipped in accordance with the specifications, the contractor shall bear all expenses including fees incurred by the employer in respect of such inspection.

25.7.5 The contractor shall perform or make arrangements for all tests when requested by the Employer.

25.7.6 The Contractor shall agree with the Engineer on the time and place for the inspection of any materials or plant. The Engineer shall give the contractor not less than 24 hour notice of his intention to carry out inspection or to attend the tests.

25.7.7 If at the time and place agreed in accordance with as mentioned in the clause 25.7.4 and 25.7.6, the materials or Plant if, as a result of the inspection or testing referred to in this Clause, the Engineer determines that the materials or plant are defective or otherwise not in accordance with the contract, he may reject the materials or plant and shall notify the contractor there of immediately. The notice shall state the Engineer’s observations

with reasons. The Contractor shall then promptly make good the defect or replace the same. It the Engineer so requests, the tests of such material or plant shall be made or repeated under the same terms and conditions. All costs incurred by the Engineer for the inspection of the tests shall be determined by the Engineer and shall be recoverable form the fromthe contractor and may be deducted from any money's due that the Contractor and the Engineer shall notify the Contractor accordingly.

25.7.8 Any inspection carried out by the Engineer shall not relieve the contractor of his obligations under the contract.

25.8. Completion of the Facilities

25.8.1 As soon as the Facilities or any part thereof has, in the opinion of the Contractor, been completed operationally and structurally and put in a tight and clean condition as specified in the Specifications, excluding minor items not materially affecting the operation or safety of the Facilities, the Contractor shall so notify the Employer in writing under SCC 62. The tests on completion shall be carried out as given below and as per SCC sub clause 62.

25.8.2 The arrangement of all the required personnel, material and facilities, etc. for the purpose of Pre-commissioning of the facilities or any part thereof shall be done by the contractor.

25.8.3 The Contractor shall commence Pre-commissioning of the Facilities or the relevant part thereof in preparation for Commissioning. The conduct of the activities of Pre-commissioning shall be done by the contractor.

25.8.4 As soon as all works in respect of Pre-commissioning are completed and, in the opinion of the Contractor, the Facilities or any part thereof is ready for Commissioning, the Contractor shall so notify the Engineer in writing.

25.8.5 The Engineer shall, within twenty one (21) days after receipt of the Contractor's notice under SCC Sub-Clause 25.8.4, either issue a Completion Certificate, stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor's notice under SCC Sub-Clause 25.8.4, or notify the Contractor in writing of any defects and/or deficiencies.

If the Engineer notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in SCC Sub-Clause 25.8.4.

If the Engineer is satisfied that the Facilities or that part thereof have reached Completion, the Engineer shall, within fourteen (14) days after receipt of the Contractor's repeated notice, issue a Completion Certificate stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor's repeated notice.

If the Engineer is not so satisfied, then he/she shall notify the Contractor in writing of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's repeated notice, and the above procedure shall be repeated.

25.8.6 As soon as possible after Completion, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.

25.8.7 The contractor shall be responsible for Operation and Maintenance of the plant for a period of five years after completion of the works and commissioning of the facilities and during that period, the contractor shall be responsible for the

care and custody of the facilities or the relevant part thereof, together with the risk of loss or damage thereto

25.9 Commissioning and Operational Acceptance

25.9.1 Commissioning

25.9.1.1 Commissioning of the Facilities or any part thereof shall be commenced by the Contractor immediately after issue of the Completion Certificate by the Engineer, pursuant to SCC Sub-Clause 25.8.5.

25.9.2 Guarantee Test

25.9.2.1 Subject to SCC Sub-Clause 25.9.5, the Guarantee Test and repeats thereof shall be conducted by the Contractor for 24 hours during Commissioning of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Contract Agreement.

25.9.2.2 If for reasons not attributable to the Contractor, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the period from the date of Completion specified in the SCC or any other period agreed upon by the Employer and the Contractor, the Contractor shall be deemed to have fulfilled its obligations with respect to the Functional Guarantees, and SCC Sub-Clauses 43.4.2 and 43.4.3 shall not apply. The Guarantee Test of the Facilities shall be successfully completed within the date of Completion

25.9.3 Operational Acceptance

25.9.3.1 Subject to SCC Sub-Clause 25.9.4 below, Operational Acceptance shall occur in respect of the Facilities or any part thereof

when

(a) the Guarantee Test has been successfully completed and the Functional Guarantees are met; or

(b) the Guarantee Test has not been successfully completed or has not been carried out for reasons not attributable to the Contractor within the period from the date of Completion specified in the SCC or any other agreed upon period as specified in SCC Sub-Clause 25..9.2.2 above; or

(c) the Contractor has paid the liquidated damages specified in Contract Data; and

(d) any minor items mentioned in SCC Sub-Clause 25.8.6 hereof relevant to the Facilities or that part thereof have been completed.

25.9.3.2 At any time after any of the events set out in SCC Sub-Clause 25.9.3.1 have occurred, the Contractor may give a notice to the Engineer requesting the issue of an Operational Acceptance Certificate in the form provided in the Specifications in respect of the Facilities or the part thereof specified in such notice as of the date of such notice.

25.9.3.3 The Engineer shall, after consultation with the Employer, and within twenty eight (28) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate.

25.9.4 <u>Partial Acceptance</u>

25.9.4.1 Not applicable.

25.9.4.2 If a part of the Facilities comprises facilities such as buildings, for which no Commissioning or Guarantee Test is

required, then the Engineer shall issue the Operational Acceptance Certificate for such facility when it attains Completion, provided that the Contractor shall thereafter complete any outstanding minor items that are listed in the Operational Acceptance Certificate.

25.9.5 Delayed Pre-commissioning and/or Guarantee Test

25.9.5.1 In the event that the Contractor is unable to proceed with the Pre-commissioning of the Facilities pursuant to SCC Sub-Clause 25.8.3, or with the Guarantee Test pursuant to Sub-Clause SCC 25.9.2, for reasons attributable to the Employer either on account of non-availability of other facilities under the responsibilities of other contractor(s), or for reasons beyond the Employer's control, the provisions leading to Operational Acceptance, and Contractor's obligations regarding Defect Liability Period, pursuant to SCC Sub-Clause 44.2, Functional Guarantee, pursuant to SCC Clause 43.4, and Care of Facilities shall not apply. In this case, the following provisions shall apply.

25.9.5.2 When the Contractor is notified by the Engineer that he will be unable to proceed with the activities and obligations pursuant to above Sub-Clause 25.9.5.1, the Contractor shall be entitled to the following:

(a) the Time of Completion shall be extended for the period of suspension without imposition of liquidated damages pursuant to SCC Sub-Clause 26.2;

(b) the expenses towards the above security and extension of other securities under the

contract, of which validity needs to be extended, shall be reimbursed to the Contractor by the Employer;

25.5.3 In the event that the period of suspension under above Sub-Clause 25.9.5.1 actually exceeds two hundred and seventy (270) days, the Employer and Contractor shall mutually agree to any additional compensation payable to the Contractor.

25.5.4 When the Contractor is notified by the Engineer that the plant is ready for Pre-commissioning, the Contractor shall proceed without delay in performing all the specified activities and obligations under the contract.

25.10. Completion Time Guarantee

25.10.1 The Contractor guarantees that it shall attain Completion of the Facilities within the Time for Completion specified in the SCC Sub-Clause 17.2, or within such extended time to which the Contractor shall be entitled under CC Clause 26 hereof.

25.10.2 If the Contractor fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under CC Clause 26, the Contractor shall pay to the Employer liquidated damages in the amount specified in the Contract Data as a percentage rate of the Contract Price or the relevant part thereof.

Such payment shall completely satisfy the Contractor’s obligation to attain Completion of the Facilities or the relevant part thereof within the Time for Completion or any extension thereof under CC Clause 26. The Contractor shall have no further liability whatsoever to the Employer in respect thereof.

However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Facilities or from any

other obligations and liabilities of the Contractor under the Contract.

Save for liquidated damages payable under this CC Sub-Clause 25.10..2, the failure by the Contractor to attain any milestone or other act, matter or thing by any date specified in the Contract Data & Specifications to the Contract Agreement and/or other programme of work prepared pursuant to SCC Sub-Clause 25.3.2 shall not render the Contractor liable for any loss or damage thereby suffered by the Employer

26 : Extension of the Intended Completion Date, Replace the clause as:

26 **Extension of the Intended Completion Date and Change in Contract Elements**

Add after 26.2 the following sub clauses

26.3 Extension of Time for Completion

26.3.1 The Time(s) for Completion specified in the SCC shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

(a) any Change in the Facilities as provided in SCC Clause 34.1

(b) any default or breach of the Contract by the Employer, or any activity, act or omission of the Employer, or the Engineer, or any other contractors employed by the Employer or

(c) any other matter specifically mentioned in the Contract by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.

26.3.2 Except where otherwise specifically provided in the Contract, the Contractor shall submit to the

Engineer a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to a Dispute Board, pursuant to CC 24.

26.3.3 The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

In all cases where the Contractor has given a notice of a claim for an extension of time under SCC 26.3.2, the Contractor shall consult with the Engineer in order to determine the steps (if any) which can be taken to overcome or minimize the actual or anticipated delay. The Contractor shall there after comply with all reasonable instructions which the Engineer shall give in order to minimize such delay. If compliance with such instructions shall cause the Contractor to incur extra costs and the Contractor is entitled to an extension of time under SCC 26.3.1, the amount of such extra costs shall be added to the Contract Price.

33 Replace as 33 Price Schedule

33.1 Replace the clause as 33.1 The Price Schedule shall contain items for the supply, design, construction, installation, testing, and commissioning and Operation & Maintenance work and as outlined in the contract to be done by the Contractor.

33.2 Replace the clause as

33.2 Terms of Payment

33.2.1 The Contract Price shall be paid as specified in Appendix 1, Contract Data of the Contract Agreement and SCC 37, which also outlines the procedures to be followed in making application for and processing payments.

33.2.2 No payment made by the Employer herein shall be deemed to constitute acceptance by the Employer of the Facilities or any part(s) thereof.

33.2.3 **Deleted**

Add the following clauses after 33.2

33.3 The Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract

34.1 : Replace the clause as

34.1. Change in the Facilities:

34.1.1 <u>Introducing a Change</u>

34.1.1.1 Subject to SCC Sub-Clauses 34.1.2.5 and 34.1.2.7, the Employer shall have the right to propose, and subsequently require, that the Engineer order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities hereinafter called "Change", provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract.

34.1.1.2 The Contractor may from time to time during its performance of the Contract propose to the Employer with a copy to the Engineer, any Change that the Contractor considers necessary or desirable to improve the quality, efficiency or safety of the Facilities. The Employer may at its discretion approve or reject any Change proposed by the Contractor, provided that the Employer shall approve any Change proposed by the Contractor to ensure the safety of the Facilities.

34.1.1.3 Notwithstanding SCC Sub-Clauses 34.1.1.1 and 34.1.1.2, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

34.1.1.4 The procedure on how to proceed with and execute Changes is specified in SCC Sub-Clauses 34.1.2 and 34.1.3.

34.1.2 Changes Originating from Employer

34.1.2.1 If the Employer proposes a Change pursuant to SCC Sub-Clause 34.1.1.1, it shall send to the Contractor a “Request for Change Proposal,” requiring the Contractor to prepare and furnish to the Engineer as soon as reasonably practicable a “Change Proposal,” which shall include the following:

(a) brief description of the Change
(b) effect on the Time for Completion
(c) estimated cost of the Change
(d) effect on Functional Guarantees (if any)
(e) effect on the Facilities

(f) effect on any other provisions of the Contract.

34.1.2.2 Prior to preparing and submitting the "Change Proposal," the Contractor shall submit to the Engineer an "Estimate for Change Proposal," which shall be an estimate of the cost of preparing and submitting the Change Proposal.

Upon receipt of the Contractor's Estimate for Change Proposal, the Employer shall do one of the following:

(a) accept the Contractor's estimate with instructions to the Contractor to proceed with the preparation of the Change Proposal

(b) advise the Contractor of any part of its Estimate for Change Proposal that is unacceptable and request the Contractor to review its estimate

(c) advise the Contractor that the Employer does not intend to proceed with the Change.

34.1.2.3 Upon receipt of the Employer's instruction to proceed under SCC Sub-Clause 34.1.2.2 (a), the Contractor shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with SCC Sub-Clause 34.1.2.1.

34.1.2.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If such rates and prices are inequitable, the parties thereto shall agree on specific rates for the valuation of the Change.

34.1.2.5 If before or during the preparation of the Change Proposal it becomes apparent that

the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Contractor under this SCC Clause 34.1 would be to increase or decrease the Contract Price as originally set forth in the Contract Agreement by more than fifteen percent (15%), the Contractor may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If the Employer accepts the Contractor's objection, the Employer shall withdraw the proposed Change and shall notify the Contractor in writing thereof.

The Contractor's failure to so object shall neither affect its right to object to any subsequent requested Changes or Change Orders herein, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Contractor represents.

34.1.2.6 Upon receipt of the Change Proposal, the Employer and the Contractor shall mutually agree upon all matters therein contained. Within fourteen (14) days after such agreement, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.

If the Employer is unable to reach a decision within fourteen (14) days, it shall notify the Contractor with details of when the Contractor can expect a decision.

If the Employer decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14)

days, notify the Contractor accordingly. Under such circumstances, the Contractor shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Contractor in its Estimate for Change Proposal submitted in accordance with SCC Sub-Clause 34.1.2.2.

34.1.2.7 If the Employer and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, the Employer may nevertheless instruct the Contractor to proceed with the Change by issue of a "Pending Agreement Change Order."

Upon receipt of a Pending Agreement Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.

If the parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to the Dispute Board in accordance with the provisions of CC 24.

34.1.3 <u>Changes Originating from Contractor</u>

34.1.3.1 If the Contractor proposes a Change pursuant to SCC Sub-Clause 34.1.1.2 the Contractor shall submit to the Engineer a written "Application for Change Proposal," giving reasons for the proposed Change

and including the information specified in SCC Sub-Clause 34.1.2.1.
Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in SCC Sub-Clauses 34.1.2.6 and 34.1.2.7. However, should the Employer choose not to proceed, the Contractor shall not be entitled to recover the costs of preparing the Application for Change Proposal.

Clause 34.3 Deleted

Add after 34.4 the following sub clauses

Clause 34.5 Any quantities which may be set out in the Price Schedule are only indicative quantities and are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract. The Contractor is responsible to assess the exact requirements and quantities for all items for the purpose of quoting his rates, and no variation in rates will be allowed on account of any variation in the indicative quantities.

Clause 35.1 Deleted
Clause 35.2 Deleted
Clause 35.3 Deleted
Clause 35.4 Deleted

36.2 : Replace the clause as 36.2: The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of work completed and (ii) valuation of Variations and Compensation Events

Add after 37.2 the following sub clauses

Clause 37.3

(a) Payment for the Works shall be made on a lump sum under major work categories as follow:

(i) Design, Civil works, installation, testing, commissioning of mechanical, electrical and instrumentation & control equipment and other works required for the different components in accordance with the payment units as set out in the Price Schedule and/or as proposed by the Contractor and approved by the Employer's Representative ;

(ii) Plant and equipment supplied including supply of all electro-mechanical, electrical and instrumentation equipment & other works, mandatory spare parts, etc., for the different components according to the payment units as set out in the Price Schedule and/or as proposed by the Contractor and approved by the Employer's Representative; and

(iii) Operation and maintenance of the constructed facilities after completion and acceptance of the Works.

(b) The Contractor shall pay all the duties and taxes in consequence of his obligations under the Contract

37.4 Interim Payment Certificate for Works

The Contractor shall submit a statement in three copies to the Employer's Representative after the end of each month in a form approved by the Employer's Representative, showing the amounts to which the Contractor considers himself to be entitled together with supporting documents which shall include the detailed report of progress during the month by submitting progress report. ***In case of supplied plant and equipment, inspection and testing clearance certificates shall also be enclosed as support documents***.

The statement shall include the following item,

(a) the estimated contract value, at base rates and prices, of the Construction Documents produced and the Works (including variations) executed up to the end of the month.

37.5 Interim Payment Certificate for O&M NOT APPLICABLE

37.6 Interim Valuation ‘Prior to commencing construction of the Permanent Works, the Contractor shall submit a Bill of Principal Quantities of the Permanent Works” including provision for construction, installation, testing, trial run and commissioning (referred to in this Sub-Clause as "the BPQPW") together with such supporting information and calculations as the Employer’s Representative may reasonably require. The BPQPW shall include the anticipated final quantities of the principal items of Permanent Works, which shall have been priced using all-in rates such that the total amount equals the Works Contract Price. The BPQPW shall not contain priced items for design (other than as may be specified in the Schedule of Prices) or for Temporary Works; the value of each element of such work, and of any other work elements not described in the BPQPW, shall each be included in the rates for Permanent Works to be constructed after such element is carried out. The BPQPW shall be subject to the approval of the Employer’s Representative, which may at any time be withdrawn, and shall be without prejudice to the final amount due under the Contract. The BPQPW shall be revised and reissued if it appears at any time before Taking-Over that it will not fully represent the Permanent Works when complete.

During the Time for Completion, the contract value shall not exceed the amount calculated from the current BPQPW, based on the quantities of Permanent Works which have been constructed in accordance with the Contract. The Contractor's interim statement shall be in the same form as that of the current BPQPW and shall be accompanied by the Contractor’s signed statement that the current BPQPW attached thereto (including anticipated final quantities) and the as-constructed quantities are all correct; each such statement shall also be accompanied by a Construction

Certificate, signed by the Contractor's Representative, certifying that the part of the Works constructed to date complies with the Contract. However, the Contractor may propose such lesser amount as seems reasonable, supported with appropriate calculations on a similar basis to the procedure described in this Clause.

37.7 Procedure for Interim Valuations The above procedures notwithstanding, interim valuations for the purposes of determining payments to be made to the Contractor by the Employer will be made on a progressive basis, subject to approval by the Employer's Representative and the conditions summarized in Contract Data, Appendix 1.

The designation "P" means progressive monthly payments up to the limits indicated, based on progress made by the Contractor. The designation "LS" means that a lump sum payment will be made upon successful completion of the activity described.

38.1(b) Replace the clause as 38.1(b) The Employer orders a delay or does not approve drawings, specifications or instructions required for the execution of the works on time

43. Securities, Replace the clause as 43. Securities and Guarantees

Add after 43.1 the following sub clauses

43.2 Security Deposit 43.2 After successful commissioning and guarantee tests of the Treatment Plant and taking over by the Employer, within 14 days the Contractor shall submit to the Employer security deposit for the O&M Contract in the form of an unconditional Bank Guarantee in the amount as stated in the Contract Data, payable to the Employer who is responsible for the O&M Contract.

Such guarantee shall conform to the requirements set forth in the preceding two paragraphs, and shall be valid up to 30 days beyond expiry of the Operation and Maintenance Period."

The Security Deposit for the Operation and Maintenance Period will be released to the Contractor within 14 days of the issue of the Final Contract Completion Certificate following completion of Operation and Maintenance.

Prior to making a claim under the Security Deposit, the Employer shall, in every case, notify the Contractor stating the nature of the default for which the claim is to be made."

43.3 Clearance of Site

43.3 Upon receiving the Taking over Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the site.

43.4. Functional Guarantees

43.4.1 The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified Section 7, Specifications (Functional Guarantees) to the Contract Agreement, subject to and upon the conditions therein specified.

43.4.2 If, for reasons attributable to the Contractor, the minimum level of the Functional Guarantees specified in the Section 7, Specifications (Functional Guarantees) to the Contract Agreement are not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet at least the minimum level of such Guarantees. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and/or additions, and shall request the

Employer to repeat the Guarantee Test until the minimum level of the Guarantees has been met. If the Contractor eventually fails to meet the minimum level of Functional Guarantees, the Employer may consider termination of the Contract.

43.4.3 If, for reasons attributable to the Contractor, the Functional Guarantees specified in the Section 7, Specifications (Functional Guarantees) to the Contract Agreement are not attained either in whole or in part, but the minimum level of the Functional Guarantees specified in the Section 7, Specifications to the Contract Agreement is met, the Contractor shall, at the Contractor's option, either

(a) make such changes, modifications and/or additions to the Facilities or any part thereof that are necessary to attain the Functional Guarantees at its cost and expense, and shall request the Employer to repeat the Guarantee Test or
(b) pay liquidated damages to the Employer in respect of the failure to meet the Functional Guarantees in accordance with the provisions in the Contract Data, Appendix 6 (Functional Guarantees) to the Contract Agreement.

43.4.4 The payment of liquidated damages under SCC Sub-Clause 43.4.3, up to the limitation of liability specified in the Contract Data, Appendix 6 (Functional Guarantees) to the Contract Agreement, shall completely satisfy the Contractor's guarantees under SCC Sub-Clause 43.4.3, and the Contractor shall have no further liability whatsoever to the Employer in respect thereof. Upon the payment of such liquidated damages by the Contractor, the Engineer shall issue the Operational Acceptance Certificate for the Facilities or any part thereof in respect of which the

liquidated damages have been so paid.

43.5. Patent Indemnity

43.5.1 The Contractor shall, subject to the Employer's compliance with SCC Sub-Clause 43.5.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Facilities by the Contractor or the use of the Facilities in the country where the Site is located; and (b) the sale of the products produced by the Facilities in any country.

Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract Agreement.

43.5.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in SCC Sub-Clause 43.5.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defence of any such proceedings or claim.

The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

43.5.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Employer.

43.6. Limitation of Liability

43.6.1 Except in cases of criminal negligence or willful misconduct,

(a) the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest

costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and

(b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed a multiple of the Contract Price specified in the SCC or, if a multiple is not so specified, the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

Add after 44.1 the following sub clauses Add the following

44.2 Defects Liability

44.2.1 The Contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant supplied and of the work executed

44.2.2 The Defect Liability Period shall be 3 months from the date of commencement of operations of the Facilities.

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion, such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defector of any damage to the

Facilities arising out of or resulting from any of the following causes:

(a) improper operation or maintenance of the Facilities by the Employer;
(b) operation of the Facilities outside specifications provided in the Contract; or
(c) normal wear and tear

44.2.3 The Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.

44.2.4 The Employer shall afford the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this SCC Clause 44.2.

The Contractor may, with the consent of the Employer, remove from the Site any Plant or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.

44.2.5 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.

If such part fails the tests, the Contractor shall carry

out further repair, replacement or making good, as the case may be, until that part of the Facilities passes such tests. The tests shall be agreed upon by the Employer and the Contractor.

44.2.6 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due the Contractor or claimed under the Security Deposit.

44.2.7 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons.

44.2.8 Except as provided in SCC Clauses 44.2, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant, design or engineering or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or willful action of the Contractor.

Add after 45.1 the following sub clause

45.2 Performance Certificate

Performance of the Contractor's obligations shall not be considered to have been completed. Until the Employer has issued the performance Certificate to the Contractor, starting the date on which the contractor completed his obligations under the contract.

The Employer shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defects Liability Period, or as soon thereafter as the contractor has supplied all the contractor's documents and completed and tested all the works, including remedying any defects.

Only the performance certificate shall be deemed to constitute acceptance of the works.

Add the following clauses to Contract Conditions

53. Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

54. Compliance with Labour Regulations

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any

of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

55. Protection of Environment

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

56. Arbitration (Clause 24)

56.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to the Arbitrators. The Arbitrators shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority as in Contract Data

(b) Arbitration proceedings shall be held at Bangalore, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

57. Contract Agreement

The costs of stamp duties and similar charges imposed by the law shall be borne by the Contractor.

"Not signing the Contract Agreement for any reason whatsoever shall not affect the contract entered into between the Contractor and the Employer by the Letter of Tender and the Letter of Acceptance issued by them respectively".

58.0 Staff, Labour and Equipment

58.1 Engagement of Staff and Labour Except as otherwise stated in the Specifications, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport.

58.2 Rates of Wages And Conditions of Labour The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions, which are not lower than the general level of wages, and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.

58.3 Persons in the Services of Others The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel

58.4 Labour The Contractor shall comply with all the relevant labour

Laws

Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

58.5 Working Hours

No work shall be carried out on the Site on locally recognized days of rest, or outside normal working hours, unless:

(a) Otherwise stated in the Contract,

(b) The Employer gives consent, or

(c) The work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Employer.

58.6 Facilities for Staff&Labour

Except as otherwise in the Specifications, the contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specifications.

The Contractor shall not permit any of the Contractor's Personal to maintain any temporary or permanent living quitters within the structures forming part of the Permanent Work.

58.7 Health and Safety

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employee's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirement and for the prevention of epidemics.

The Contractor shall appoint an accident prevention officer at the site, responsible for maintaining safety and protection against accidents. This person shall be qualified

for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works,the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

The Contractor shall send, to the Employer, detail of ay accident as soon as practicable after its occurrence. The Contractor shall maintain records and make report concerning health, safety and welfare of person and damage to property, as the Employer may reasonably.

58.8 Contractor's Superintendence

Throughout the design and execution of the Works and as long thereafter as is necessary o fulfill the Contractor's obligations, the Contractor Shall provide all necessary superintendence to plan, arrange, direct, mange, inspect and test the work

58.9 Contractor's Personnel

The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Employer may require the Contractor to including the Contractor's Representative if applicable, who

(a) Persists in any misconduct or lack of care,
(b) Carries out duties incompetently or negligently
(c) Fall to conform with any previsions of contractor, or
(d) Persists in any conduct, which is prejudicial to safety, health, or the protection of the environment.

If appropriate,the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

58.10 Records of contractor's personnel and Equipment

The Contractor shall submit, to the Employer, details showing the number class of Contractor's Personal and of each type of Contractor's Equipment on the site. Detail shall be submitted each calendar month in a form approved by the Employer, until the Contractor has completed all work which is known to be outstanding at the completion date in the taking Over Certificate for the Works.

58.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precaution to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of person and property on

and near the Site.

58.12 Contractor's Equipment

"Unless otherwise stated in the Specifications, the Contractor shall provide all Contractor's Equipment necessary to fully and satisfactorily complete the Works Contract and the O&M of the facilities".

"The Contractor shall submit, within 14 days of signing the Contract Agreement, the proposed Deployment Program for all necessary Equipment, Plant, and Machinery to be used for construction, for approval by the Employer's Representative. Such Deployment Program shall be developed using normally available commercial project management software and shall show equipment, plant, and machinery at micro level detail, along with Bar charts, essential for systematic and professional management of all construction works. The Employer's Representative will either approve the submittal or provide comments thereon to the Contractor within 14 days of submission by the Contractor. The Employer's Representative's, approval, disapproval, comments, or failure to provide any of these to the Contractor, shall in no way relieve the Contractor of any of its obligations or responsibilities under the Contract."

58.13 Electricity and Water

The Employer shall make available power, water, and other services he may require for performance of the Works Contract.

For performance of Tests on Completion and the O&M Contract: Provision of electricity during Tests on Completion and during the Operation and Maintenance Period shall be the responsibility of the Employer.

59.0 Plant Materials and Workmanship

59.1 Manner of Execution

The contractor shall carry out the manufacture of plant, the production and manufacture of Materials, and all other execution of the Works:

(a) In the manner (if any) specified in the Contract,
(b) In a proper workmanlike and careful manner, in accordance with recognized good practices, and
(c) With properly equipment facilities

59.2Samples The Contractor shall submit sample to the Employer, for review in accordance with the procedures specified in the Contract and at the Contractor's cost. Each sample shall be labeled as origin and intended use in the works.

59.3 Inspection The Employer's Personnel shall at all reasonable time:

(d) have full access to all part of the site and to all places from which natural Materials are being obtained and
(e) during production, manufacture and construction (at site and to the extent specified in the Contract, elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.

The contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

In respect of the work which Employer's Personal are entitled to examine, inspect, measure and/ or test, the Contractor shall give notice to the Employer whenever any such work is ready and before it is covered up, put out of sight, or packaged for storage of transport. The Employer shall then either carry out the examination inspection, measurement or testing without unreasonable delay or promptly give notice to the Contractor that the Employer does not require to do so. If the Contractor fails to give the notice, he shall,if and when required by the Employer, uncover the work and thereafter reinstate and make good all at the Contractor's Cost.

59.4Testing The Contractor shall provide all apparatus, assistance,

documents and other information, electricity, equipment, fuel, consumable, instruments, labour, materials and suitably qualified and experienced staff, as are necessary to carry out the specified test efficiently. The Contractor shall agree, with the Employer, the time and place for the specified testing of any plant, Materials and other parts of the works.

The Contractor shall promptly forward to the Employer duly certified reports of the tests. When the specified test has been passed, the Employer shall endorse the Contractor's test certificate, or issue a certificate to him to that effect.

59.5 Rejection

If as result of an examination, inspection ,measurement or testing, any Plant Material, design or workmanship is found to be defective or otherwise not in accordance with the Contractor, the Employer may reject the Plant, Materials, design or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejection item complies with the Contract.

If the Employer require this Plant, Material, design or workmanship to be retested. The test shall be repeated under the same term and condition. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall pay these costs to the Employer.

59.6 Remedial Work

Notwithstanding any previous test or certification,the Employer may instruct the Contractor to:

(a) remove from the site and replace any plant or Material which is not in accordance with the Contract.
(b) remove and re-execute any other work which is not in accordance with the Contract, and
(c) execute any work, which is urgently required for the safety of the Works. Whether because of an accident unforeseeable event or other.

If the Contractor fail to comply with any such instruction, the Employer shall be entitled to employee and pay other

person to carry out the work. Except to the extent the Contractor would have been entitled to payment for the work, the Contractor shall subject to pay to the Employer all costs arising from this failure.

59.7 Ownership of Plant & Materials

Each item of plant and material shall, to the extent consistent with the Laws of the Country become the property of the Employer , at whichever is earlier of the following items, free from liens and other encumbrances:

(a)When it is delivered to the Site;

(b) When the Contractor is entitled to payment of value of the Plant and Material.

The Contractor shall not be entitled to payment for Plant and Materials which are not in compliance with the Specifications or any other terms or requirements of this Contract.

59.8 Royalties

Unless otherwise stated in the Specifications, and in accordance with the prevailing rules and rates specified by the Government of Karnataka the Contractor shall pay all applicable royalties, rents, and other payments to the relevant parties for:

(a) all Equipment, Plant, and Materials used in the Works, and

(b) the disposal of material from demolitions and excavations and of other surplus materials (whether natural or manmade), except to the extent that disposal areas within the site are specified in the Contract and as per the prevailing rules and rates specified by the Government of Karnataka.

60.0 Tests on Completion

60.1 Contractor's Obligations

The contractor shall carry out the Tests on Completion in accordance with clause and Sub-clause 60.4 (Testing) of this section after providing the required documents.

The contractor shall give to the Employer not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless

otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such days as the Employer shall instruct.

Unless otherwise stated in the contract, the tests on Completion shall be carried out in the following sequences.

(a) Pre-commissioning tests, which shall include the appropriate inspections and (‘Dry “or “Wet”) functional tests to demonstrate that each item of plant can safely under- take the next stage,
(b) Commissioning tests, which shall include the specified operational tests demonstrate that the works or section can be operated safety and as specified, under all available operating conditions and
(c) Trial operation, which shall demonstrate that the woks or section perform reliably and in accordance with the Contract.

During trial operation, when the works are operating under stable conditions, the contractor shall give notice to the Employer that the Works are ready for any other Tests on Completion, including performance tests to demonstrate whether the Woks conform with the criteria specified in the Specifications and with the Performance Guarantees.

Trial operation shall not constitute a taking-over unless otherwise stated the Particular- conditions, any product produced by the Works during trial operation shall be the property of the Employer.

In considering the results appropriate allowance shall be the Works by the Employer characteristics of the Works. Section, have passed each of the Tests on Completion, made for the Effect of any use of on the performance or other As soon as the Works, or a of the Tests on completion described in Sub-paragraph (a)**,** (b) or (c) the contractor

shall submit a certified report of the Results of these tests to the Employer.

60.2 Delayed Tests

If the tests on Completion are being unduly delayed by the Contractor, the Employer may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The contractor shall carry out the tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Employer.

If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Employer's personnel may proceed with the Tests at the risk and cost of the Contractor. If the following conditions apply:

(a) the Works, or a Section, fail to pass any or all of the Tests on Completion;

(b) the relevant sum payable as damages for such failure is stated (or its method of calculation is defined) in the Appendix to Special Conditions of Contract, and;

(c) the Contractor pays such relevant damages to the Employer;

These tests on completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the tests shall be accepted as accurate.

60.3 Retesting

If the works, or a section, fail to pass the tests on completion and the Employer or the Contractor may require the failed tests, and tests on completion on any related work, to be repeated under the same terms and conditions

60.4 Failure to Pass Tests on Completion

In the event that the Works fail to pass any or all of the Tests on Completion as defined in Specifications, the Employer will levy Damages, based on the extent or magnitude of such failure, in accordance with the formulation provided in the Appendix to Special Conditions of Contract then the Works or such Section shall be deemed to have passed such Tests on Completion.

However, the total amount of Delay Damages for Works and Damages for failure to pass the Tests on Completion as

defined in this Sub-Clause shall not exceed the maximum amount of 'Delay Damages for Works' stated in the **Contract Data**

61.0 Employer's Taking Over

61.1 Taking Over of Works and Sections

The Works shall be taken over by the Employer when :
(i) the works have been completed in accordance with the Contract, and
(ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this sub-Clause.
The Contractor may apply by notice to the Employer for a Taking- Over Certificate not earlier than 14 days before the works will, in the Contractors opinion, be complete and ready for taking over.
The Employer shall, within 28 days after receiving the Contractor's application:
(a) issue the Taking-Over Certificate to the Contractor, starting the date on which the Works or Sections were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or;
(b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this sub-clause.

Add the following clauses

62.0 Operation and Maintenance

62.1 General Requirements

The Contractor shall comply with the Operation Management System as provided for in the Contract and any revisions thereof which are agreed during the Contract Period. The Contractor shall follow the requirements of the Operation and Maintenance Plan and the Operation and Maintenance Manuals. No significant alteration to such arrangements and methods shall be made without the prior approval of the Engineer.

The Plant operators and maintenance personnel shall have the appropriate experience and qualifications to perform the Operation and Maintenance service as required under the Contract. The names, with details of their qualifications and experience, of all operation and maintenance personnel shall be submitted to the Employer for approval, and no such personnel shall be engaged prior to receiving such approval.

62.2 Commencement of Operation and Maintenance

The Operation and Maintenance shall not commence until the Works have been completed in accordance with the Should the Works Contract Completion Certificate or any notice attached or pertaining thereto, contain requirements or restrictions over and above those in the Contract, the Contractor shall comply with such requirements and/or restrictions.

The Contractor shall thereafter provide the Operation and Maintenance service in compliance with the Operation Management System and in accordance with As-Built Documentsand the Operation and Maintenance Manuals.

If the Contractor wishes to modify a document which has previously been submitted and approved, the Contractor shall immediately notify the Engineer, and shall subsequently submit revised document(s) to the Engineer for review accompanied by a written explanation of the need for such modification.

The Contractor shall not implement any proposed modification until such modification has been reviewed by the Engineer, and consent to proceed has been given in writing. However, any such approval or consent, or any

review (under this Sub-Clause or otherwise), shall not relieve the Contractor from any obligation or responsibility.

62.3 Delivery of Raw Materials

The Contractor shall be responsible for the supply and delivery to the Site (or other designated place) of the chemicals, fuels, consumables and other such items specified in the Employer's Requirements. The Contractor shall be responsible that all such items are fit for purpose and comply with the requirements of the Contract in respect of quality, purpose and function.

In the event that any such item or product is not delivered in accordance with the agreed delivery programme or deviates from the specified quality, and such delay or deviation causes the Contractor to suffer additional cost, the Contractor shall not be entitled for any extra costs which he has incurred.

62.4 Training

The Contractor shall carry out the training of Employer's Personnel in the Operation and Maintenance of the Facilities to the extent specified in the Employer's Requirements.

The programme and scheduling of the training shall be agreed with the Employer, and the Contractor shall provide experienced training staff, and all training materials as stated in the Employer's Requirements. The Employer shall be responsible for nominating and selecting suitable personnel for training.

62.5 Failure to Maintain Compliance with Specified treated Water Quality

NOT APPLICABLE

62.6 Joint Inspection Prior to Contract Completion

NOT APPLICABLE

62.7 Procedure for Tests Prior to Contract

The Tests Prior to Contract Completion shall be carried out by the Contractor. The Tests Prior to Contract Completion shall be carried out in accordance with the Specifications.

Completion Tests Prior to Contract Completion shall be carried out towards the end of the Operation and Maintenance Period. The Engineer shall give to the Contractor 21 days' notice of the date after which the Tests Prior to Contract Completion shall be carried out. Unless otherwise agreed, such Tests shall be commenced within 14 days after this date.

The results of the Tests Prior to Contract Completion shall be compiled and evaluated by the Engineer and the Contractor. The Contractor shall make results of any tests, inspections, or monitoring available to the Engineer within 7 days of their receipt by the Contractor. Any effect on the results of the Tests Prior to Contract Completion which can reasonably be shown to be due to prior use of the Works by the Contractor during the Operation and Maintenance Period shall be taken into account in assessing such results.

As soon as the Contractor has successfully completed the Tests Prior to Contract Completion, the Contractor shall notify the Engineer that the Works are ready for final inspection. Upon the Engineer completing the final inspection and being satisfied that the Contractor has satisfied the requirements of the Tests Prior to Contract Completion, the Engineer shall notify the Employer and the Contractor prior to the issue of the Final Contract Completion Certificate on completion of the Operation and Maintenance Period.

62.8 Completion of Operation and Maintenance NOT APPLICABLE

Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS

1 1. Indian Council of Arbitration, New Delhi;

2 2. International Centre for Alternative Disputes Resolution (India);

3 3. Indian Roads Congress;

4 4. Indian Building Congress;

5 5. Indian Institute of Bridge Engineers;

6 6. Indian Institute of Public Health Engineers;

7 7. Institute of Water Works

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SECTION 6:

CONTRACT DATA

CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract: Condition of contact Clause Reference

1 • The Methodology and Program of Construction [25]
2
3 • Site Investigation Reports [14]
4
5 • The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction. [25]

The Employer is: **Bangalore Water Supply & Sewerage Board**
Name: *Represented by* ***Chief Engineer (WWM-E)*** [1.1]

Address: **Bangalore Water Supply & Sewerage Board**
5th floor, Cauvery Bhavan
K.G.Road, Bengaluru -560009

Name of authorized Representative: **Executive Engineer [WWM-P-CV) Divsion**
[Engineer in the Contract] **K&C Valley, Bengaluru 560037.**

The name and identification number of the Contract is : **WORK OF DESIGN, SUPPLY, CONSTRUCTION AND COMMISSIONING OF MECHANICAL TYPE SOLAR SLUDGE DRYING SYSTEM AT 30 MLD STP, K&C VALLEY**

The start date shall be the date of issue of notice to proceed with the work.

The Intended Completion Date for the whole of the Works is **09 Months**

Working Hours: 0800 hrs to 1800 hrs Mon to Saturday.

The Contractor shall be responsible to obtain in written consent of the Employer if he desires to work outside these times.

Amount of security Deposit: Five Percent (5%) of the Works Contract Price.

Milestone Dates:

	Physical works to be completed	Period from the date of issue of notice to proceed with the work
Milestone	100% completion of work in all respects as per the scope of work awarded in the contract.	0-9 months

The Site possession date is the day of issue of notice to proceed with the work

The Site location is defined in drawing.

The Defects Liability Period is 365 days.

Insurance requirements are as under:

Type of Cover		Minimum Cover for Insurance
(i)	Works , Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party	Rs. 20.00 Lakh
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

Price Adjustment Formula; [40]

DELETED

The liquidated damages for the whole of the works are Rs. ***0.1%*** per day of the contract value and that for the milestones are as under:

The maximum amount of liquidated damages for the whole of the works is ***ten*** percent of final contract price.

The total amount of Advance Payment is **10%** of Works Contract Price in two equal installments.

The Employer will make payment of the **first installment** of the mobilization advance only after the Contractor has fulfilled the following conditions:

(a) Mobilized the Project Manager for the Contract.

(b) Established and staffed a functional design office at Bangalore.

The Employer will make payment of the **second instalment** after the Contractor has successfully fulfilled the following conditions:

(a) Mobilized the survey and subsoil investigation crews to the Site and commenced the surveys and subsoil investigations.

(b) Submitted the proposed "Submission and Anticipated Approval Program" for construction documents for approval by the Engineer.

(c) Submitted the proposed construction programme for approval by the Engineer.

(d) Submitted, for approval by the Engineer, mobilization/ deployment schedules for:

(10) Contractor's key personnel required for managing, executing and supervising the Works,

(ii) Contractor's Plant, Machinery and Equipment required for executing the Works; and

(10) Procurement Schedule for major materials and equipment to be incorporated into the Permanent Works.

(e) Submitted a Cash Flow Forecast for approval by the Engineer.

(f) Submitted details of funds mobilized by himself as per the Cash Flow Forecasts.

(g) Procured initial quantities of structural steel, pipes/plates, cement, steel, shuttering materials, etc., required for executing the civil works in accordance with the approved schedule.

Commenced construction work at the Site in accordance with the approved construction program.

Start repayment of advance payment: Each instalment of the advance payments shall be repaid in **5 (Five equal monthly instalments, starting from first Month** until such time as the advance payments shall have been fully repaid.

The date by which "as-built" drawings (in scale **1:200**) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be.

The amount to be withheld for failing to supply "as built" required is Rs.1,00,000-00

The following events shall also be fundamental breach of the contract :

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be ***30*** percent.

Sd/-

Chief Engineer
(Waste Water Management-East)

SECTION 7A:

TECHNICAL SPECIFICATIONS – DESCRIPTION & SCOPE OF WORKS

SECTION 7 : TECHNICAL SPECIFICATIONS – DESCRIPTION & SCOPE OF WORKS

7.0 Introduction

30 MLD Capacity Secondary Sewage Treatment Plant at K&C Valley was constructed in 2003 under Cauvery Stage IV, Phase I funded by JICA. The raw sewage is pumped from the pumping station located at Agaram to the 30 MLD STP at K&C Valley where it is treated to the desired standards. The treated water from the STP is being pumped to Kolar for filling the ponds. Currently, the plant is being upgraded to improve the treated water quality to NGT standards.

7.1 Characteristics of Raw Sewage & Treated Sewage

The plant is designed for the following characteristics of raw sewage**:**

pH Value	:	6.5 to 8.5
Total Suspended Solids (TSS)	:	300-400 mg/l
Total BOD_5 @ 20°C	:	250-300 mg/l
Total COD	:	550-650 mg/l
Total Kjeldhal Nitrogen	:	35 -50 mg/l
Ammonical Nitrogen	:	15-25 mg/l

The Plant is designed for the following characteristics of Treated Effluent after upgradation.

pH Value	:	5.5 to 9.0
Total Suspended Solids (TSS)	:	Less than or equal to 10 mg/l
Total BOD_5 @ 20°C	:	Less than or equal to 10 mg/l
COD	:	Not more than 50 mg/l
Total Nitrogen	:	Not more than 10 mg/l
Total Phosphorous	:	Less than 1 mg/L

7.2 Treatment Process/Units

The design of the plant is based on the Extended Aeration Process with the following treatment units:

7.2.1 PRE-TREATMENT SYSTEM

- Inlet chamber
- Screen channel having an automatic fine screen of size 6mm opening to remove the floating debris equal or greater than 6mm
- Bypass channel consisting of manual screening with a bar spacing of 25mm.
- Degritting unit with classifier mechanism, to remove sand and silt

7.2.2 BIOLOGICAL TREATMENT

- Extended Aeration Process with Anoxic Zone with Submersible Mixer
- Aeration Tank with Surface Aerators which is being converted to diffused aeration system.
- Nitrified effluent re-circulation.
- Secondary clarification with scraper and scum removal mechanism
- Return/ excess sludge sump and Pump house.

7.2.3 DISC FILTER

- Disc filters are being installed under upgradation for further removal of suspended and other impurities

7.2.4 DISINFECTION

- Disinfection is carried out using Chlroine.
- Chorine contact Tank has been provided for effective disinfection

7.2.5 SLUDGE MANAGEMENT

Sludge from the secondary clarifiers of 30 MLD STP is thickened using gravity sludge thickener. Thickened sludge is to be dewatered in the centrifuge after digestion. The dewatered sludge has dryness of around 20%.

7.3 SCOPE OF WORKS

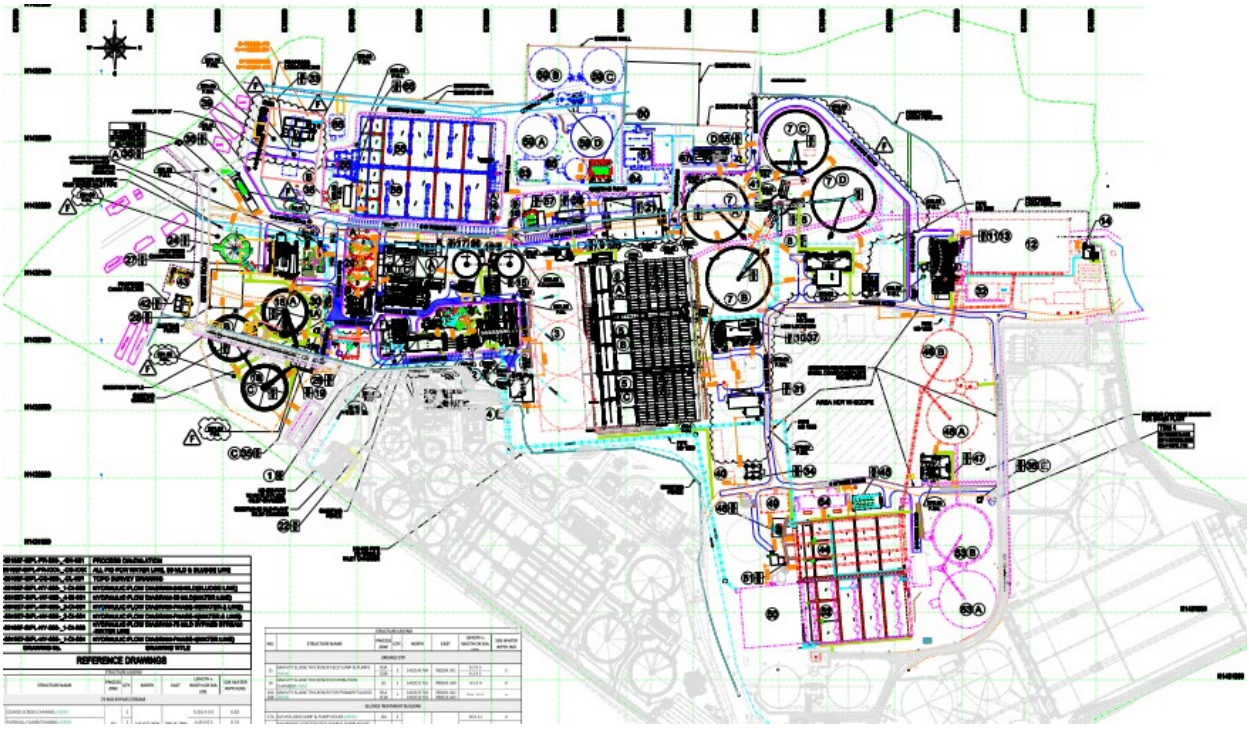
It is proposed to improve of sludge dryness and the same has been proposed under the JHA funds. The scope of works comprises of setting up a solar sludge drying system to handle daily 10 Tons of sludge produced from the centrifuge.

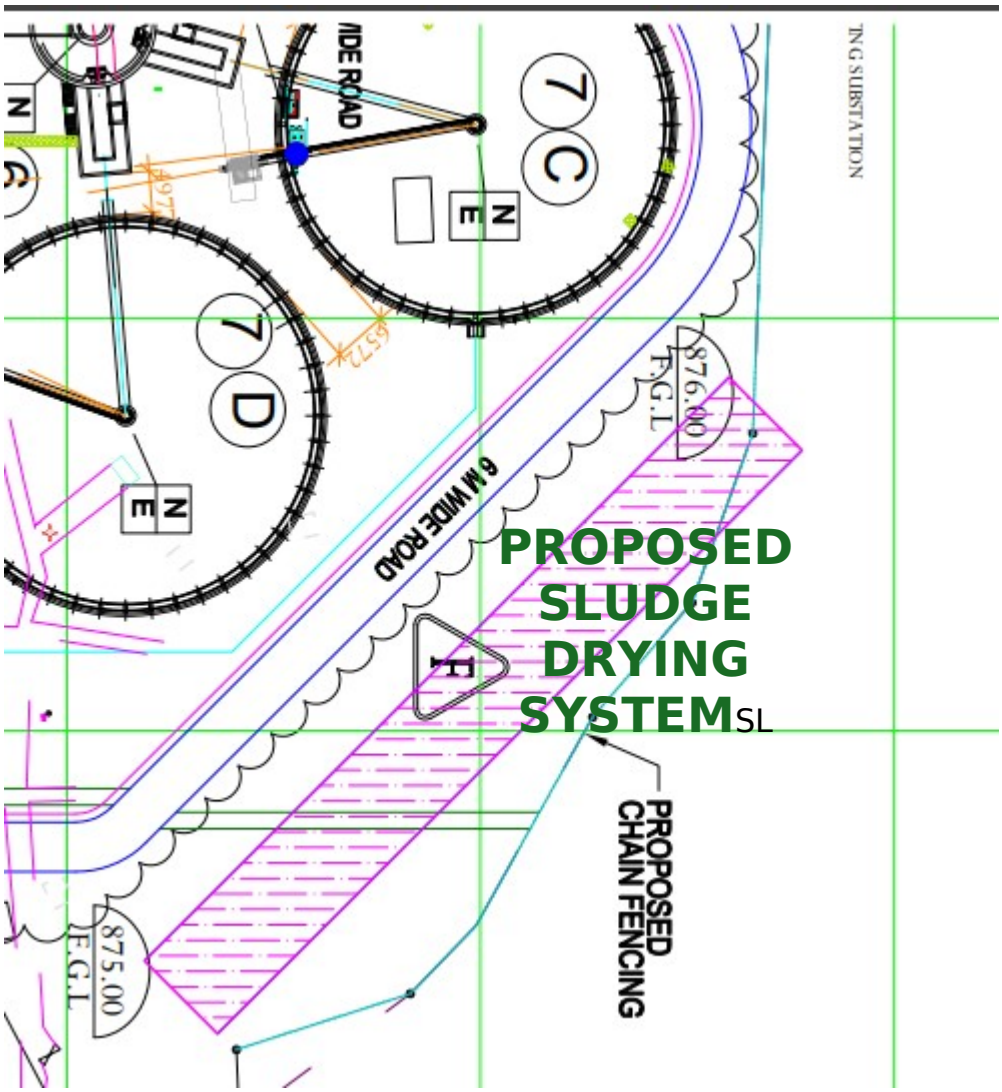
7.3.1 SOLAR DRYING SYSTEM

The solar drying system to be supplied shall comprise of a greenhouse where the sludge to be dried is laid on concrete floor. The floor shall rest on a PCC bed on which RCC raft of at least 10 cm thickness shall be provided. The green house shall be covered with a polycarbonate sheet which should provide the best use of solar energy when left to the effect of direct solar radiation. The sludge laid on the ground shall allow a maximum thickness of 50 cm and the same to be mixed through the mixer machines to facilitate the rotation of bottom moist part of the sludge to be taken to the top and the top dried part is taken to the bottom.

7.3.2 PROPOSED LOCATION

The tentative location of the sludge drying system is shown in the annexed layout. The exact location shall be finalized after award of the contract.





7.3.3 MAJOR EQUIPMENT TO BE SUPPLIED AND SPECIFICATIONS

The major equipment and instrumentation to be supplied shall include the following:

1) Tilling and conveying machine for sewage sludge
2) Control Panel for the tilling and conveying machine
3) Cable and cable trolley for the bus bar system of the machine
4) Safety features
5) Instrumental Equipment (for installation inside and outside the halls)
6) Recirculation & Exhaust Fans – Ventilation System

Tilling and conveying machine for sewage sludge:

The tilling machine shall be a steel bridge with tin grain anti-corrosion painting and paint finish.

Finishing to be equipped with a drum on which exchangeable 90°angel-scrapes are to be fixed. The machine shall be capable of scraping and cut the sludge's surface and aerate the lower parts and also transport the sludge in longitudinal direction of the drying bed. Necessary provisions shall be made to lower the drum to the ground. The speed of the drum shall be around 45 to 50 cm/min or as per the specifications of the designer. The unit shall be capable of moving and rotating in both directions. It shall be fully equipped with necessary sensors and control units and wired. The parts in direct contact with the sludge are made of AISI 304L material.

Control Panel

The tilling and conveying machine shall be designed to be controlled by central control panel with a programmable controller inside the control cabinet. All control cabinets (with the programmable controllers inside) should install in the front side of the drying bed. SPS Touchscreen and software shall be designed and provided. All equipment (ventilation systems, meteorological station, turning machine, sludge feeding system, safety system, odour control system) shall be controlled and adjusted from the control cabinet.

Cable and cable trolley for the bus bar system

Suitable busbar system shall be provided to transfer the power to the system through windows that can receive current at standard or non-standard intervals in electrical power distribution.

Safety Sensor :

The drying bed shall be on each end (in- and output end) a safety line.

Upon activation of this safety line / emergency stop should lead to an immediate stop of the machine and all moving parts.

Product or component type	Latching emergency stop rope pull switch
Trigger cable maximum length	30 m
Cover material	Stainless steel
Tightening torque	0.8…1.2 N.m
Mechanical durability	800000 cycles

Instrumentation works

The system should be equipped with necessary instrumentation for the monitoring ambient conditions such as wind, temperature-humidity, radiation, rain measurements. Necessary instruments should be provided to monitor Temperature-humidity measurements in side the greenhouse. Meteorological data should be monitored automatically from the automation system.

A. Outside Weather Monitoring

Pyranometer:	1 Nos
Measuring Range:	0 ÷ 2000 W / m2
Signal Output:	4… 20 mA
Temperature-Humidity Measuring Device:	1 Nos
Temperature Measuring Range:	4… 20 mA
Humidity Measuring Range:	0 ... 100% R.H.
Signal Output:	4… 20 mA
Wind Speed Meter:	1 Nos
Measuring Range:	0.5m / s ~ 50m / s
Signal Output	4… 20 mA

a b. For Inside Measurement

Temperature-Humidity Measuring Device:	1 Nos
Temperature Measuring Range:	-40 ° C ... + 80 ° C
Humidity Measuring Range:	0 ... 100% R.H.
Signal Output:	4... 20 mA

Recirculation & Exhaust Fans – Ventilation System

a

b The drying system should be equipped with adequate recirculation/ventilation system in order to obtain the best results for drying the sludge in the greenhouse. The ventilation system to be provided should be able to maintain optimum temperature-humidity conditions and a high degree of flexibility required.

Technical data:	**Air volume of each fan;**
Dimensions (mm)	1060 x 1060 x 550
Rotate Speed	560 r/min
Air Flow Rate	32.000 m^3/h
Sound Pressure Level	60 dB
Power	0,55 kW-8p
Voltage	380 V
Motor Type	Direct Type
Motor Class	IE3 / IP66

7.5 Scope of works to be carried under the project

1.0	Civil Works	Construction of green house complete with a RCC platform, side walls. The green house shall be covered with polycarbonate sheets and resting on a suitable steel structure. The works shall include excavation, concrete and steel fabrication works, painting and finishing.
2.0	Equipment	The major equipment and instrumentation to be supplied shall include the following: 1) Tilling and conveying machine for sewage sludge 2) Control Panel for the tilling and conveying machine 3) Cable and cable trolley for the bus bar system of the machine 4) Safety features 5) Instrumental Equipment (for installation inside and outside the halls) 6) Recirculation & Exhaust Fans – Ventilation System Scope shall include design, supply, erection and commissioning of the entire system.

7.6 Commissioning

After making the necessary upgradation works, the bidder shall make good any damages caused to the roads, drains, garden and buildings to the original condition. After successful completion of the works, the bidder shall carry out 24 hours trial to demonstrate the performance of the system. The completed works shall be maintained by the contractor for 3 months and to be handed over to the Employer thereof.

SECTION 8:

PRICE SCHEDULES

BILL OF QUANTITIES

(Filled vide Karnataka Public Procurement portal under financial document through work template)

Sl. No	Description of item (with brief specification and reference to Book of specification)	Quantity	Unit	Rate in Rs	
				In figures	In words
1.	Work of design, supply, construction and commissioning of Mechanical type Solar Sludge Drying System at 30 MLD STP, K&C Valley	1	Nos		

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

SECTION 9:

FORMAT OF BANK GUARANTEE

FOR SECURITY DEPOSIT

To: _____ [name of Employer]
_____ [address of Employer]
WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");
AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;
AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;
NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee] [63]_Rupees_____ _____[in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee][64] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.
Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

[63] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[64] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

Approved vendor list

S L NO	EQUIPMENT	APPROVED VENDOR LIST
1	Odour control system	M/s Redco
2		M/s Huber
3		M/s Thermo system